



NAILAH K. BYRD
CUYAHOGA COUNTY CLERK OF COURTS
1200 Ontario Street
Cleveland, Ohio 44113

Court of Common Pleas

New Case Electronically Filed: COMPLAINT
April 28, 2023 11:46

By: MICHAEL E. REARDON 0062389

Confirmation Nbr. 2842829

CITY OF CLEVELAND

CV 23 978729

vs.

BRAD ASKREN

Judge: BRENDAN J. SHEEHAN

Pages Filed: 46

21-02654-0
21-02653-0
21-02652-0
20-90281-0

**IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO**

City of Cleveland)	CASE NO.
c/o Department of Building and Housing)	
601 Lakeside Avenue)	JUDGE
Cleveland, OH 44114,)	
)	
Plaintiff,)	
)	
vs.)	<u>COMPLAINT</u>
)	<u>FOR COLLECTION OF</u>
Brad Askren)	<u>DEMOLITION AND OTHER</u>
26895 Aliso Creek Rd)	<u>COSTS</u>
Apt B-600)	
Alison Viejo, California 92656,)	
)	
Defendant.)	
)	

COUNT ONE

1. Plaintiff, City of Cleveland, (hereinafter "Plaintiff") is a municipal corporation organized and operating pursuant to Article XVIII, Section 3 of the constitution of the State of Ohio and to a Charter duly adopted by its citizens.

2. Defendant, Brad Askren, (hereinafter "Defendant") was at all times pertinent hereto the title owner of record of the real property located at 12021 Continental Avenue, Cleveland, Ohio 44120; PPN:129-23-123, together with all improvements situated thereon (hereinafter referred to as "The Property"). See Exhibit "1".

3. On or about October, 4, 2019, Plaintiff, through its Director of Building and Housing, determined that said property constituted a public nuisance, and issued Notices of Condemnation and Demolition in compliance with the Codified Ordinances of the City of Cleveland, including but not limited to §3103.09, §367.04, §369.19 and §369.21. See Exhibit "2a".

4. Defendant was mailed Notice of the public nuisance, Condemnation and Demolition at the address defendant provided for tax mailing purposes by certified mail, and by posting the Notice of Violation at the property address, as shown on Exhibits "2b-2c".

5. Defendant failed to correct the violations of the City of Cleveland Housing Codified Ordinances, including but not limited to §3103.09, §367.04, §369.19 and §369.21.

6. Plaintiff paid its independent contractor *Eight Thousand Five Hundred Eleven Dollars and 00 Cents (\$8,511.00)* for the aforesaid demolition work performed at The Property. See Exhibit "3a" and "3b".

7. Plaintiff issued to Defendant a Notice of Demolition Claim with invoice no. DEMO20200001400 for costs of said demolition work in compliance with §715.261 of the Ohio Revised Code and with §3103.09(k)(4) of the Codified Ordinance of the City of Cleveland which totaled *Eight Thousand Four Hundred Seventy Eight Dollars and 31 Cents, (\$8,478.31)*, which includes administrative costs in the amount of *One Thousand Eighty Seven Dollars and 31 Cents (\$1,087.31)*. See Exhibit "4a" and "4b".

8. Defendant owes to Plaintiff the amount of *Eight Thousand Four Hundred Seventy Eight Dollars and 31 Cents, (\$8,478.31)*, together with interest from September 21, 2020, and Defendant has failed or refused to pay said amount.

COUNT TWO

9. Plaintiff incorporates herein, by reference, each and every allegation contained in Count One, and further says that pursuant to §715.261 of the Ohio Revised Code, and Exhibit "5" and "6", Plaintiff, City of Cleveland, is entitled to recover from Defendant the total costs for the aforementioned demolition work, and that in addition to the *Eight Thousand Four Hundred Seventy Eight Dollars and 31 Cents (\$8,478.31)*, Plaintiff is entitled to recover its collection costs/attorney fees of *Two Thousand Three Hundred Seventy Three Dollars and 92 Cents (\$2,373.92)* pursuant to §715.261 of the Ohio Revised Code and with §3103.09(k)(4) of the Codified Ordinance of the City of Cleveland plus any and all expenses for court costs, discovery, depositions, and any additional attorney fees for any appeal of the case.

COUNT THREE

10. Plaintiff incorporates herein by reference, each and every allegation contained in Counts One and Two, and further says that as a direct result of Plaintiff's expenditure of funds for the total cost of abatement of the public nuisance condition at The Property, Defendant has been unjustly enriched at the expense of Plaintiff, City of Cleveland, in the amounts listed in Counts One and Two.

COUNT FOUR

11. Plaintiff incorporates herein, by reference, each and every allegation contained in Count One - Three, and further says that Plaintiff incorporates herein, by reference, each and every allegation contained in Count One - Three, and further says that Plaintiff, through its Director of Building and Housing, determined that The Property constituted a public nuisance, and acted in compliance with the Codified Ordinances of the City of Cleveland, including but limited to §3103.09, §367.04, §369.19 and §369.21.

12. Plaintiff, through its private, independent asbestos survey contractor, abated the nuisance condition of The Property by performing an asbestos survey on the condemned structures situated thereon.

13. On or about August 6, 2020, Plaintiff paid its independent survey contractor *Six Hundred Dollars and 00 Cents (\$600.00)* for the aforesaid asbestos survey work performed at The Property. See Exhibit "7".

14. Plaintiff issued to Defendant an Invoice no. DEMO20200001193, for costs of said asbestos survey work in compliance with §715.261 of the Ohio Revised Code and with §3103.09(k)(4) of the Codified Ordinance of the City of Cleveland which totaled *Six Hundred Dollars and 00 Cents (\$600.00)*. See Exhibit "8".

15. Defendant owes to Plaintiff the amount of *Six Hundred Dollars and 00 Cents, (\$600.00)*, together with interest from August 6, 2020, and Defendant has failed or refused to pay said amount.

COUNT FIVE

16. Plaintiff incorporates herein, by reference, each and every allegation contained in Count One - Four, and further says that pursuant to §715.261 of the Ohio Revised Code, and Exhibit "9" and "10", Plaintiff, City of Cleveland, is entitled to recover from Defendant the total costs for the aforementioned asbestos survey work, and that in addition to the *Six Hundred Dollars and 00 Cents (\$600.00)*, Plaintiff is entitled to recover its current collection costs/attorney fees of One Hundred Sixty Eight Dollars and 00 Cents (\$168.00) court costs, discovery costs, deposition cost, additional attorney fees for appellate proceedings and all other cost pursuant to §715.261 of the Ohio Revised Code and with §3103.09(k)(1) and §3103.09(k)(4) of the Codified Ordinance of the City of Cleveland.

COUNT SIX

17. Plaintiff incorporates herein by reference, each and every allegation contained in Counts One - Five, and further says that as a direct result of Plaintiff's expenditure of funds for the total cost of abatement of the public nuisance condition at The Property, Defendant has been unjustly enriched at the expense of Plaintiff, City of Cleveland, in the amounts listed in Counts One - Five.

COUNT SEVEN

18. Plaintiff incorporates herein, by reference, each and every allegation contained in Count One - Six, and further says that Plaintiff incorporates herein, by reference, each and every allegation contained in Count One - Six, and further says that Plaintiff, through its Director of Building and Housing, determined that The Property constituted a public nuisance, and acted in compliance with the Codified Ordinances of the City of Cleveland, including but limited to §3103.09, §367.04, §369.19 and §369.21.

19. Plaintiff, through its private, independent asbestos abatement contractor, abated the nuisance condition of The Property by performing an asbestos abatement on the condemned structures situated thereon.

20. On or about September 10, 2020, Plaintiff paid its independent abatement contractor *Three Hundred Fifty Dollars and 00 Cents (\$350.00)* for the aforesaid abatement work performed at The Property. See Exhibit "11".

21. Plaintiff issued to Defendant an Invoice no.DEMO20200001401, for costs of said abatement in compliance with §715.261 of the Ohio Revised Code and with §3103.09(k)(4) of the Codified Ordinance of the City of Cleveland which totaled *Three Hundred Fifty Dollars and 00 Cents (\$350.00)*. See Exhibit "12".

22. Defendant owes to Plaintiff the amount of *Three Hundred Fifty Dollars and 00 Cents (\$350.00)*, together with interest from September 10, 2020, and Defendant has failed or refused to pay said amount.

COUNT EIGHT

23. Plaintiff incorporates herein, by reference, each and every allegation contained in Count One - Seven, and further says that pursuant to §715.261 of the Ohio Revised Code, and Exhibit "13" and "14", Plaintiff, City of Cleveland, is entitled to recover from Defendant the total costs for the aforementioned asbestos abatement work, and that in addition to the *Three Hundred Fifty Dollars and 00 Cents, (\$350.00)*, Plaintiff is entitled to recover its current collection costs/attorney fees of *Ninety Eight Dollars and 00 Cents (\$98.00)* court costs, discovery costs, deposition cost, additional attorney fees for appellate proceedings and all other cost pursuant to §715.261 of the Ohio Revised Code and with §3103.09(k)(1) and §3103.09(k)(4) of the Codified Ordinance of the City of Cleveland.

COUNT NINE

24. Plaintiff incorporates herein by reference, each and every allegation contained in Counts One - Eight, and further says that as a direct result of Plaintiff's expenditure of funds for the total cost of abatement of the public nuisance condition at The Property, Defendant has been unjustly enriched at the expense of Plaintiff, City of Cleveland, in the amounts listed in Counts One - Eight.

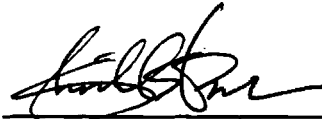
This lawsuit is an attempt to collect a debt. Any and all information obtained will be used for that purpose.

WHEREFORE, Plaintiff demands judgment against Defendant, Brad Askren, as follows:

1. On Counts One, Two, and Three in the amount of ***Ten Thousand Eight Hundred Fifty Two Dollars and 23 Cents (\$10,852.23)***, and itemized as the principal amount of ***Eight Thousand Four Hundred Seventy Eight Dollars and 31 Cents (\$8,478.31)***, plus collection costs/attorney fees of ***Two Thousand Three Hundred Seventy Three Dollars and 92 Cents (\$2,373.92)***, plus interest at the statutory rate from September 21, 2020, and any and all expenses for court costs, discovery costs, deposition cost, additional attorney fees for appellate proceedings and all other cost, and such other relief as this Court may deem appropriate

2. On Counts Four, Five and Six in the amount of **Seven Hundred Sixty Eight Dollars and 00 Cents (\$768.00)**, and itemized as the principal amount of *Six Hundred Dollars and 00 Cents (\$600.00)*, plus current collection costs/attorney fees of *One Hundred Sixty Eight Dollars and 00 Cents (\$168.00)*, plus interest at the statutory rate from August 6, 2020, and any and all expenses for court costs, discovery, depositions, and any additional attorney fees for any appeal of the case.

3. On Counts Seven, Eight and Nine in the amount of **Four Hundred Forty Eight Dollars and 00 Cents (\$448.00)**, and itemized as the principal amount of *Three Hundred Fifty Dollars and 00 Cents (\$350.00)*, plus current collection costs/attorney fees of *Ninety Eight Dollars and 00 Cents (\$98.00)*, court costs, discovery costs, deposition cost, additional attorney fees for appellate proceedings and all other cost plus interest at the statutory rate from September 10, 2020, and the costs of this action, and such other relief as this Court may deem appropriate.



MICHAEL E. REARDON (0062389)
DAVID M. DOUGLASS (0015312)
SEAN F. BERNEY (0058608)
HEIDI A. ARMSTRONG (0062350)
DOUGLASS & ASSOCIATES CO., L.P.A.
4725 Grayton Road Cleveland, OH 44135
(216) 362-7777 or 216 362-4142
Fax No.: (216) 362-4160
E-Mail: s.berney@douglasslaw.com
Attorneys for Plaintiff

THIS COMMUNICATION IS FROM A DEBT COLLECTOR.

SFB/ACD:

21-02654-0 / DMC.frm©

In Re: Brad Askren
Account Number 129-23-123

21-02654-0

STATE OF OHIO)
) **ss: AFFIDAVIT**
COUNTY OF CUYAHOGA)

I, **MICHAEL E. REARDON**, being first duly cautioned and sworn, allege and aver as follows:

1. That I am the attorney of record representing City of Cleveland;

2. That to the best of Affiant's knowledge and belief that Brad Askren is not now an enlisted member of the Military service of the United States or on active duty or otherwise protected under the Soldiers and Sailors Relief Act.

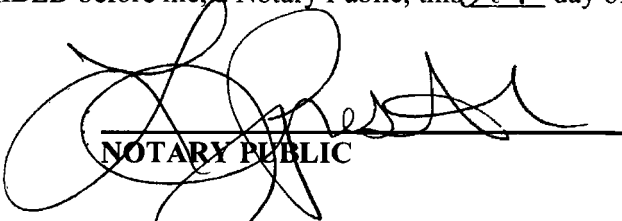
3. Affiant reviewed The Department of Defense website which reflects that Brad Askren is not an enlisted member of the Military service or on active duty. (See Exhibit attached).

FURTHER AFFIANT SAYETH NAUGHT.




MICHAEL E. REARDON, ESQ,

SWORN TO AND SUBSCRIBED before me, a Notary Public, this 24th day of April, 2023.



NOTARY PUBLIC


LAURA JOYCE PRESTI
Notary Public
State of Ohio
My Comm. Expires
November 11, 2024



**Status Report
Pursuant to Servicemembers Civil Relief Act**

SSN:
 Birth Date: Nov-XX-1978
 Last Name: BRAD
 First Name: ASKREN
 Middle Name: RAMON
 Status As Of: Apr-21-2023
 Certificate ID: 39RD4D89W31SFHK

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty. HOWEVER, WITHOUT A SOCIAL SECURITY NUMBER, THE DEPARTMENT OF DEFENSE MANPOWER DATA CENTER CANNOT AUTHORITATIVELY ASSERT THAT THIS IS THE SAME INDIVIDUAL THAT YOUR QUERY REFERS TO. NAME AND DATE OF BIRTH ALONE DO NOT UNIQUELY IDENTIFY AN INDIVIDUAL.

Michael V. Sorrento, Director
 Department of Defense - Manpower Data Center
 400 Gigling Rd.
 Seaside, CA 93955

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: <https://scra.dmdc.osd.mil/scra/#/faqs>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.



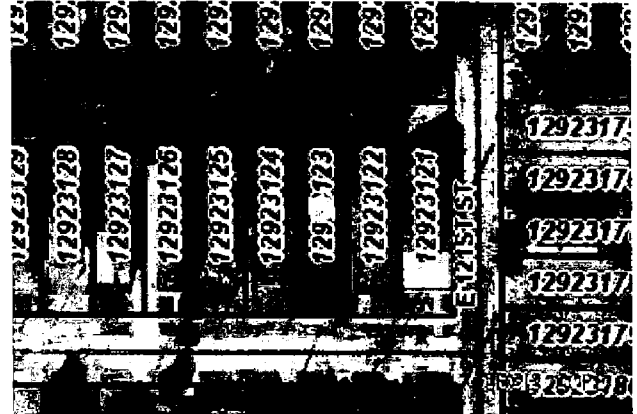
Owner ASKREN, BRAD
Address 12021 CONTINENTAL AVE
 CLEVELAND, OH. 44120
Land Use (5000) R - RES VACANT LAND
Legal Description 436 P&K 0032 ALL
Neighborhood Code 01123

SKETCH

Building 0

Sketchs not available for this parcel.
 Please contact us at EMcGoldrick@cuyahogacounty.us
 or call (216) 443-4663 for a copy of the building card.

MAP VIEW



BUILDING INFORMATION

LAND

Code	Frontage	Depth	Acreage	Sq Ft
PRM	35	145	0.12	5,075

VALUATION

2022 Values	Taxable Market Value	Exempt Market Value	Abated Market Value	Assessed Taxable Value
Land Value	\$6,700	\$0	\$0	\$2,350
Building Value	\$0	\$0	\$0	\$0
Total Value	\$6,700	\$0	\$0	\$2,350
Land Use	5000			RESIDENTIAL VACANT LAND

PERMITS

Tax Year	Reason	Tax Change	Exempt Change	Percent Complete	Reinspect	Notes
2021	10 - Razing	(\$3,600)	\$	100%	No	DWLG DEMO COMPLETE 1-1-2021 [TAXBLD -3600]
2021	70 - Change of class	\$	\$	100%	No	CLASS-CHANGE COMPLETE 1-1-2021 [R:5200 TO R:5000]
2020	30 - New Construction	\$	\$	0%	Yes	INTERIOR/EXTERIOR ALTS NOT COMPLETE 1-1-2020 REINSPECT: 2021
2019	30 - New Construction	\$	\$	100%	No	NO CHANGE TO CONDITION. PERMIT COMPLETE NO VALUE 1-1-2019
2017	30 - New Construction	\$	\$	0%	Yes	BOARD UP COMPLETE 1-1-2017 REINSPECT: 2018
2015	30 - New Construction	\$	\$	100%	No	DWLG BOARDED SINCE 2008, TERMINATE PERMIT 1-1-2015 NEW PERMIT NEEDED FOR DEMO OR REHAB
2014	30 - New Construction	\$	\$	0%	Yes	REHAB/RAZING NOT COMPLETE 1-1-2011 2012, 2013, 2014 REINSPECT 2015
2013	10 - Razing	(\$6,400)	\$	0%	Yes	REHAB/RAZING NOT STARTED(2011, 2012) UNSOUND CONDITION (-6400) 1-1-2013 REINSPECT 2014
2012	30 - New Construction	\$	\$	0%	Yes	BOARD AND SECURE 0% COMP 1-1-2009 - INTERIOR-EXTERIOR ALTERATIONS IN PROGRESS 2010 REINSPECT 2011 FOR FURTHER REHAB RAZED INTERIOR ALTERATION NOT COMPLETED 1-1-2011 REINSPECT 2012 (-12,800), NOT STARTED 1-1-2012 REINSPECT 2013 FOR REHAB/RAZING.
2011	10 - Razing	(\$12,800)	\$	0%	Yes	BOARD AND SECURE 0% COMP 1-1-2009 - INTERIOR-EXTERIOR ALTERATIONS IN PROGRESS 2010 REINSPECT 2011 FOR FURTHER REHAB RAZED INTERIOR ALTERATION NOT COMPLETED 1-1-2011 REINSPECT 2012 NINUS \$12,800.00
2010	30 - New Construction	\$	\$	0%	Yes	BOARD AND SECURE 0% COMP 1-1-2009 - INTERIOR/EXTERIOR ALTERATIONS IN PROGRESS 2010 REINSPECT 2011 FOR FURTHER REHAB

IMPROVEMENTS

Type	Description	Size	Height Depth
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EXHIBIT **1**

SALES

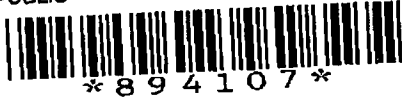
Date	Buyer	Seller	Price
11/2/2018	ASKREN, BRAD	ASKREN INVESTMENTS LLC	\$0
10/10/2018	ASKREN INVESTMENTS LLC	MARTIN, DAVID	\$6,000
5/10/2013	MARTIN, DAVID	STATE OF OHIO (FORF) CASE # CV 680260	\$0
3/27/2012	STATE OF OHIO (FORF) CASE # CV 680260	MAPSON, ANTHONY	\$0
9/24/2009	MAPSON, ANTHONY	SAMIALLAH, KHADIJA	\$70,600
7/17/2007	SAMIALLAH, KHADIJA	SAMIALLAH, FAWZIA	\$0
3/12/2007	SAMIALLAH, FAWZIA	Miller, Eva	\$10,000
9/25/2003	Miller, Eva	RVK, INC	\$85,000
8/11/2003	RVK, INC	ROGERS DEMIKA	\$0
8/11/2003	ROGERS DEMIKA	Peoples Mathew & Mary	\$32,000
1/1/1975	Peoples Mathew & Mary		\$0

Taxes

	2022 Taxes	Charges	Payments	Balance Due
Tax Balance Summary		\$14,904.26	\$00	\$14,904.26

CUYAHOGA COUNTY FISCAL OFFICER
129-23-123 *Dofy* 11/2/2018 4:09:00 PM
B-11022018-23
ASKREN, BRAD Tax Dist. 3100
Quit Claim Deed E LUC: 5200 EX: M
Sale Amt: \$ 0.00 LAND: 7,000
Conv. Fee: \$ 0.00 BLDG: 900
PUBLIC TOTAL: 7,900

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 2
DEQC 11/2/2018 4:11:44 PM
201811020764



QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, in the amount of TEN AND NO/100 DOLLARS (\$10.00) in hand and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, ASKREN INVESTMENTS LLC ("Grantor"), unmarried of 26895 ALISO CREEK ROAD #B-600 (address) ALISO VIEJO, CALIFORNIA; 92656 hereby REMISES, RELEASES, AND FOREVER QUITCLAIMS to: BRAD ASKREN ("Grantee"), whose tax-mailing address is 26895 ALISO CREEK ROAD #B-600; ALISO VIEJO, CALIFORNIA; 92656 all rights, title, interest and claim to the following real property in the City of CLEVELAND, County of CUYAHOGA, State of Ohio with the following legal description:

Situated in the City of Cleveland, County of Cuyahoga, and State of Ohio, and known as being Sublot No. 32 in The Henry Prochaska and Frank Kysela Rice Avenue Allotment, of part of Original One Hundred Acre Lot No. 436, as shown by the recorded Plat in Volume 39 of Maps, Page 16, of Cuyahoga County Records, and being 35 feet front on the Northerly side of Continental Avenue, S.E., (formerly Rosedale Avenue, S.E.), and extending back of equal width 145 feet, as appears by said Plat, be the same more or less, but subject to all legal highways.

Parcel No.: 129-23-123

Known as: 12025 Continental Avenue, Cleveland, Ohio 44120

Prior Instrument Reference: 201810100305

TO HAVE AND TO HOLD all of Grantor's right, title and interest in and to the above described property unto the said Grantee, Grantee's heirs, administrators, executors, successors and/or assigns forever; so that neither Grantor nor Grantor's heirs, administrators, executors, successors and/or assigns shall have, claim or demand any right or title to the aforesaid property, premises or appurtenances or any part thereof.

N/A (Name of spouse of Grantor) D wife D husband of the Grantor, releases all rights of dower therein (mark if applicable).

EXECUTED this 31st day of October, 2018.

Brad Askren / Askren Investments LLC (Grantor's Signature)

N/A (Grantor's Spouse's Signature – if applicable)

Grantee's Address:

26895 ALISO CREEK ROAD # B-600
ALISO VIEJO, CALIFORNIA; 92656

Grantors Address:

26895 ALISO CREEK ROAD #B-600
ALISO VIEJO,CALIFORNIA; 92656

State of OHIO)
County of CUYAHOGA) ss

The foregoing instrument was acknowledged before me on October 31, 2018, by

Brad Askren Brad Askren

Ciani S. Abbott
Signature of Notary Public
Ciani S. Abbott
Printed Name of Notary

My commission expires:

NOVEMBER 30th, 2020
Prepared by Ada Martin
Ada Martin

PLEASE CONTACT THE INSPECTOR UPON RECEIPT OF THIS NOTICE.

RIGHT TO APPEAL

You have the right to appeal this notice. If you wish to appeal, you must file a written appeal within 30 days of the issuance date on this notice. The appeal must be filed at:

Cleveland City Hall
601 Lakeside Avenue, Room 516
Cleveland, Ohio 44114

SEQ NO	COMPLY DATE	NATURE OF VIOLATION	COMMENTS
1	10/04/2019	3103.091 Utility Shut-Off in Vacant and Unsafe Structures (a) Any structure determined by the Director of Building and Housing to be vacant and unsafe as defined in Section 3103.09 and for which utility service, including gas, electric and water, or other utility as identified by the Director of Building and Housing, has not been shut-off poses an immediate risk of harm from explosion, fire, or flooding and is therefore declared to be a nuisance which shall be abated by shut-off of all utility service.	
2	11/03/2019	NOTICE OF VIOLATION OF BUILDING ORDINANCES. PURSUANT TO SECTION 3103.09, 367.04, 369.19 AND 369.21 OF THE CODIFIED ORDINANCES OF THE CITY OF CLEVELAND, THE COMMISSIONER OF BUILDING AND HOUSING DOES HEREBY DECLARE THE STRUCTURE KNOWN AS AND LOCATED AT STATED PROPERTY ADDRESS TO BE A PUBLIC NUISANCE IN THAT IT CONSTITUTES AN EMINENT DANGER AND PERIL TO HUMAN LIFE AND PUBLIC HEALTH, SAFETY AND WELFARE, AND THAT THE AFORESAID CONDITION CONSTITUTES AN EMERGENCY. THEREFORE, YOU ARE HEREBY NOTIFIED THAT THE CITY OF CLEVELAND PURSUANT TO SAID SECTION 3103.09, 367.04, 369.19 AND 369.21 OF THE CODIFIED ORDINANCES WILL SUMMARILY ABATE SAID PUBLIC NUISANCE CREATED AS A RESULT OF SAID EMERGENCY BY DEMOLITION OF THE STRUCTURE IF THE VIOLATIONS LISTED IN THE ATTACHED NOTICE ARE NOT ENTIRELY CORRECTED BY THE DATE SET FORTH IN SAID NOTICE.	

TO CONTACT YOUR INSPECTOR CALL MONDAY THRU FRIDAY.

INSPECTOR: Michael Smith

PHONE: 216-664-4309

Page 2 V19029201 - 12021 CONTINENTAL AVE, CLEVELAND, OH 44120

- 3 11/03/2019 [3103.09/369.21][367.04/367.07]: THE DANGEROUS CONDITIONS PRESENTED BY THIS STRUCTURE SHALL BE ABATED. DEMOLISHING THE STRUCTURE AND REMOVING ALL DEBRIS FROM THE PREMISES;OR CORRECTING THE VIOLATIONS SET OUT BELOW AFTER ALL REQUISITE PLANS AND SPECIFICATIONS HAVE BEEN SUBMITTED TO THE DIVISION OF BUILDING AND HOUSING,AND ALL REQUISITE PERMITS HAVE BEEN OBTAINED,ALL IN CODIFIED ORDINANCES OF THE CITY OF CLEVELAND AND WITH THE OHIO BASIC BUILDING CODE. PENDING THE CORRECTION OF VIOLATION, THIS STRUCTURE MAY BE EFFECTIVELY BOARDED PURSUANT TO THE PROVISIONS OF SECTION 3103.09(C) OF THE CODIFIED ORDINANCES OF THE CITY OF CLEVELAND, OHIO, 1976,PROVIDED A PERMIT TO EFFECTIVELY BOARD IS OBTAINED WITHIN SEVEN (7) DAYS OF RECEIPT OF THIS NOTICE. FAILURE TO ACQUIRE A REHABILITATION PERMIT WITHIN (30) DAYS OF THE ISSUANCE OF A PERMIT TO BOARD SHALL RESULT IN THE STRUCTURE BEING SCHEDULED FOR DEMOLITION.
- 4 11/03/2019 [367.06/369.21] THIS STRUCTURE CONSITUTES AN IMMEDIATE HAZARD TO HUMAN LIFE AND HEALTH AND SHALL BE VACATED.
- 5 11/03/2019 [369.06]: THE KITCHEN SINK IS DAMAGED,DETERIORATED,MISSING OR INOPERABLE
- 6 11/03/2019 [369.06]: THE SANITARY FACILITIES ARE DAMAGED,DETERIORATED,MISSING OR INOPERABLE
- 7 11/03/2019 [369.07]: THERE IS NO SUPPLY OF HOT WATER
- 8 11/03/2019 [369.07]: THERE IS NOT PROPER PROVISION FOR RUNNING WATER, DAMAGED FACILITIES
- 9 11/03/2019 [369.09]: THE HEATING FACILITIES ARE UNAPPROVED, DAMAGED, DETERIORATED, AND/OR MISSING
- 10 11/03/2019 [369.12]: THE ELECTRICAL FACILITIES ARE DAMAGED AND DETERIORATED
- 11 11/03/2019 [369.13]: THE BASEBOARDS,WINDOW TRIM,WINDOW SILLS AND INTERIOR TRIM IS DETERIORATED,DAMAGED OR MISSING
- 12 11/03/2019 [369.13]: THE DOOR JAMBS,CASINGS ARE DAMAGED OR MISSING
- 13 11/03/2019 [369.13]: THE ENTRANCE DOOR AND DWELLING UNIT DOOR LOCKS ARE DAMAGED OR MISSING

TO CONTACT YOUR INSPECTOR CALL MONDAY THRU FRIDAY.

INSPECTOR: Michael Smith

PHONE: 216-664-4309

Page 3 V19029201 - 12021 CONTINENTAL AVE, CLEVELAND, OH 44120

- 14 11/03/2019 [369.1] THE ENTRANCE,INTERIOR AND
STOR... JOORS ARE
DAMAGED,DETERIORATED, AND/OR
MISSING
- 15 11/03/2019 [369.13]: THE FRONT AND REAR PORCH
SPINDLES,FLOOR,CEILING,STEPS,LATTICE,S
UPPORT POSTS AND STRINGERS ARE
WEAK, DETERIORATED AND/OR MISSING
- 16 11/03/2019 [369.13]: THE INTERIOR STAIR
RAILINGS,TREADS AND RISERS,SPINDLES
ARE DAMAGED,DETERIORATED AND/OR
MISSING
- 17 11/03/2019 [369.13]: THE KITCHEN CABINETS ,MEDICINE
CABINETS ARE DAMAGED AND/OR MISSING
- 18 11/03/2019 [369.13]: THERE ARE
DAMAGED,DETERIORATED AND/OR MISSING
WINDOW
LIGHTS,SASHES,WEIGHTS,FRAMES, AND
SILLS
- 19 11/03/2019 [369.14]: THE EXTERIOR AND/OR INTERIOR
FOUNDATION IS FAILING, NEEDS POINTING,
HAS MISSING MASONRY UNITS, PERMITS
THE ENTRANCE OF RODENTS
- 20 11/03/2019 [369.15(b)]: THE INTERIOR OF THIS
STRUCTURE IS NOT MAINTAINED IN A
SANITARY MANNER AND:
- 21 11/03/2019 [369.15]: THE EXTERIOR WALLS OF MAIN
STRUCTURE ARE NOT MAINTAINED
WEATHER TIGHT SO AS TO RESIST
DETERIORATION
- 22 11/03/2019 [369.15]: THE GUTTERS AND DOWNSPOUTS
ARE DECAYED, MISSING OR DETERIORATED
- 23 11/03/2019 [369.15]: THE ROOF IS NOT MAINTAINED
WEATHER TIGHT OR DEVOID OF LEAKS
(MISSING ROOFING MATERIAL)
- 24 11/03/2019 [369.15]: THERE IS MISSING, DETERIORATED
SIDING AND/OR EXTERIOR WOOD TRIM
- 25 11/03/2019 [369.16]: THE BATHROOM FLOOR IS NOT
WATER RESISTANT
- 26 11/03/2019 [369.16]: THE INTERIOR WALLS AND FLOORS
ARE WEAK, DAMAGED AND CRACKED
(MISSING MATERIAL)

PURSUANT TO SECTION 3103.09, 367.04, 369.19 AND 369.21 OF THE CODIFIED ORDINANCES OF THE CITY OF CLEVELAND, THE DIRECTOR OF BUILDING AND HOUSING DOES HEREBY DECLARE THE STRUCTURE KNOWN AS AND LOCATED AT: 12021 CONTINENTAL AVE, CLEVELAND, OH 44120 TO BE A PUBLIC NUISANCE IN THAT IT CONSTITUTES AN EMMINENT DANGER AND PERIL TO HUMAN LIFE AND PUBLIC HEALTH, SAFETY AND WELFARE, AND THAT THE AFORESAID CONDITION CONSTITUTES AN EMERGENCY. THEREFORE, YOU ARE HEARBY NOTIFIED THAT THE CITY OF CLEVELAND PURSUANT TO SAID SECTION 3103.09, 367.04, 369.19 AND 369.21 OF THE CODIFIED ORDINANCES WILL SUMMARILY ABATE SAID PUBLIC NUISANCE CREATED AS A RESULT OF SAID EMERGENCY BY DEMOLITION OF THE STRUCTURE IF THE VIOLATIONS LISTED IN THE ATTACHED NOTICE ARE NOT ENTIRELY CORRECTED BY SET FORTH IN SAID NOTICE.

TO CONTACT YOUR INSPECTOR CALL MONDAY THRU FRIDAY.

INSPECTOR: Michael Smith

PHONE: 216-664-4309

Page 4 V19029201 - 12021 CONTINENTAL AVE, CLEVELAND, OH 44120

THIS NOTICE WAS PERSONALLY DELIVERED BY THE UNDERSIGNED ON THIS

_____ DAY OF _____ AT _____ O'CLOCK BY
LEAVING

WITH _____

TO CONTACT YOUR INSPECTOR CALL MONDAY THRU FRIDAY.

INSPECTOR: Michael Smith

PHONE: 216-664-4309

Page 5 V19029201 - 12021 CONTINENTAL AVE, CLEVELAND, OH 44120

PLEASE CONTACT THE INSPECTOR UPON RECEIPT OF THIS NOTICE.

RIGHT TO APPEAL

You have the right to appeal this notice. If you wish to appeal, you must file a written appeal within 30 days of the issuance date on this notice. The appeal must be filed at:

Cleveland City Hall
601 Lakeside Avenue, Room 516
Cleveland, Ohio 44114

SEQ NO	COMPLY DATE	NATURE OF VIOLATION	COMMENTS
1	11/03/2019	1 [369.19]: THE STRUCTURE IS LEANING OUT OF PLUMB AND LEVEL.	
2	11/03/2019	2 [369.19]: THE BEARING BEAM, MASONRY WALL UNITS, WALL STUDS, TOP, BOTTOM PLATES, HEADERS, DOORS, SERVICE DOOR, WINDOWS, SIDING, ROOF SHEATHING, ROOFING MATERIAL, EXTERIOR WALLS AND ROOF RAFTERS ARE DETERIORATED, DECAYED, DAMAGED AND/OR MISSING.	
3	11/03/2019	3 [369.19]: THERE IS AN ACCUMULATION OF COMBUSTIBLES, METAL PARTS AND DEBRIS IN THE STRUCTURE.	

TO CONTACT YOUR INSPECTOR CALL MONDAY THRU FRIDAY.

INSPECTOR: Michael Smith

PHONE: 216-664-4309

Page 2 V19034749 - 12021 CONTINENTAL AVE, CLEVELAND, OH 44120

4 11/03/2019

NOTICE OF VIOLATION OF BUILDING
ORDINANCES.

PURSUANT TO
SECTION 3103.09,
367.04,369.19 AND
369.21 OF THE
CODIFIED
ORDINANCES OF THE
CITY OF CLEVELAND,
THE COMMISSIONER
OF BUILDING AND
HOUSING DOES
HEREBY DECLARE
THE STRUCTURE
KNOWN AS AND
LOCATED AT:
[ADDRESS] TO BE A
PUBLIC NUISANCE IN
THAT IT
CONSTITUTES AN
EMMINENT DANGER
AND PERIL TO
HUMAN LIFE AND
PUBLIC HEALTH,
SAFETY AND
WELFARE, AND THAT
THE AFORESAID
CONDITION
CONSTITUTES AN
EMERGENCY.
THEREFORE, YOU
ARE HEREBY
NOTIFIED THAT THE
CITY OF CLEVELAND
PURSUANT TO SAID
SECTION
3103.09,367.04,369.19
AND 369.21 OF THE
CODIFIED
ORDINANCES WILL
SUMMARILY ABATE
SAID PUBLIC
NUISANCE CREATED
AS A RESULT OF
SAID EMERGENCY BY
DEMOLITION OF THE
STRUCTURE IF THE
VIOLATIONS LISTED
IN THE ATTACHED
NOTICE ARE NOT
ENTIRELY
CORRECTED BY THE
DATE SET FORTH IN
SAID NOTICE.

TO CONTACT YOUR INSPECTOR CALL MONDAY THRU FRIDAY.

INSPECTOR: Michael Smith

PHONE: 216-664-4309

Page 3 V19034749 - 12021 CONTINENTAL AVE, CLEVELAND, OH 44120

PURSUANT TO SECTION 3103.07, 367.04, 369.19 AND 369.21 OF THE CODIFIED ORDINANCES OF THE CITY OF CLEVELAND, THE DIRECTOR OF BUILDING AND HOUSING DOES HEREBY DECLARE THE STRUCTURE KNOWN AS AND LOCATED AT: 12021 CONTINENTAL AVE, CLEVELAND, OH 44120 TO BE A PUBLIC NUISANCE IN THAT IT CONSTITUTES AN EMINENT DANGER AND PERIL TO HUMAN LIFE AND PUBLIC HEALTH, SAFETY AND WELFARE, AND THAT THE AFORESAID CONDITION CONSTITUTES AN EMERGENCY. THEREFORE, YOU ARE HEREBY NOTIFIED THAT THE CITY OF CLEVELAND PURSUANT TO SAID SECTION 3103.09, 367.04, 369.19 AND 369.21 OF THE CODIFIED ORDINANCES WILL SUMMARILY ABATE SAID PUBLIC NUISANCE CREATED AS A RESULT OF SAID EMERGENCY BY DEMOLITION OF THE STRUCTURE IF THE VIOLATIONS LISTED IN THE ATTACHED NOTICE ARE NOT ENTIRELY CORRECTED BY SET FORTH IN SAID NOTICE.

DIRECTOR OF BUILDING AND HOUSING

THIS NOTICE WAS PERSONALLY DELIVERED BY THE UNDERSIGNED ON THIS

_____ DAY OF _____ AT _____ O'CLOCK BY
LEAVING

WITH _____

TO CONTACT YOUR INSPECTOR CALL MONDAY THRU FRIDAY.

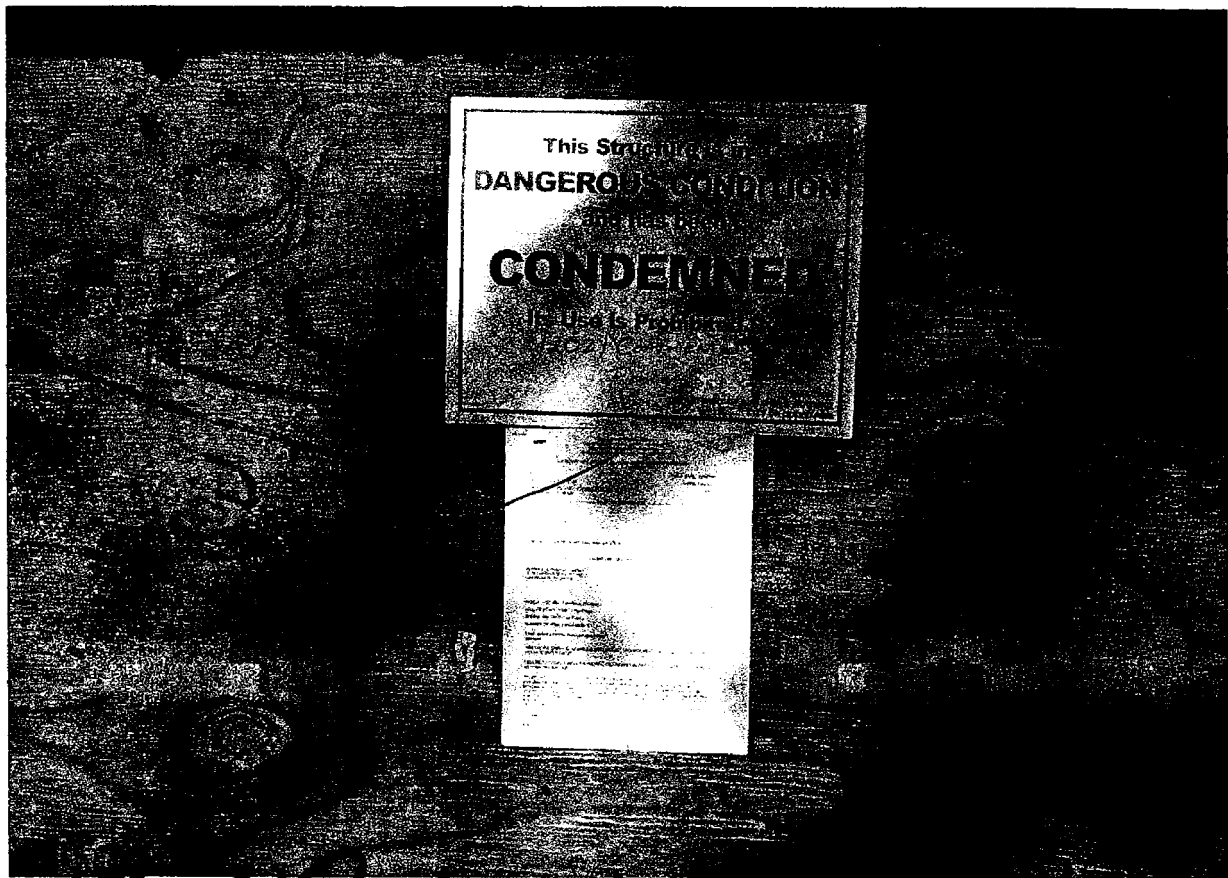
INSPECTOR: Michael Smith

PHONE: 216-664-4309

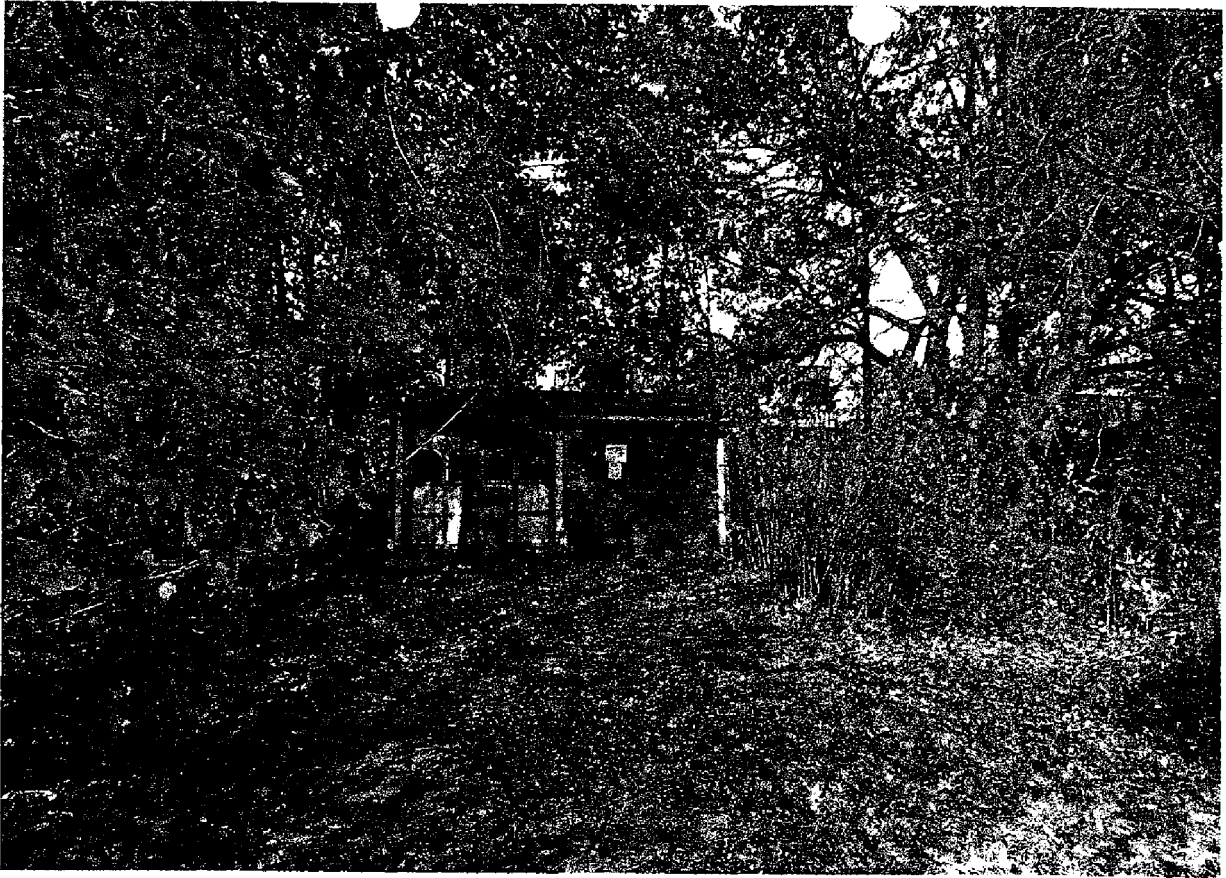
Page 4 V19034749 - 12021 CONTINENTAL AVE, CLEVELAND, OH 44120



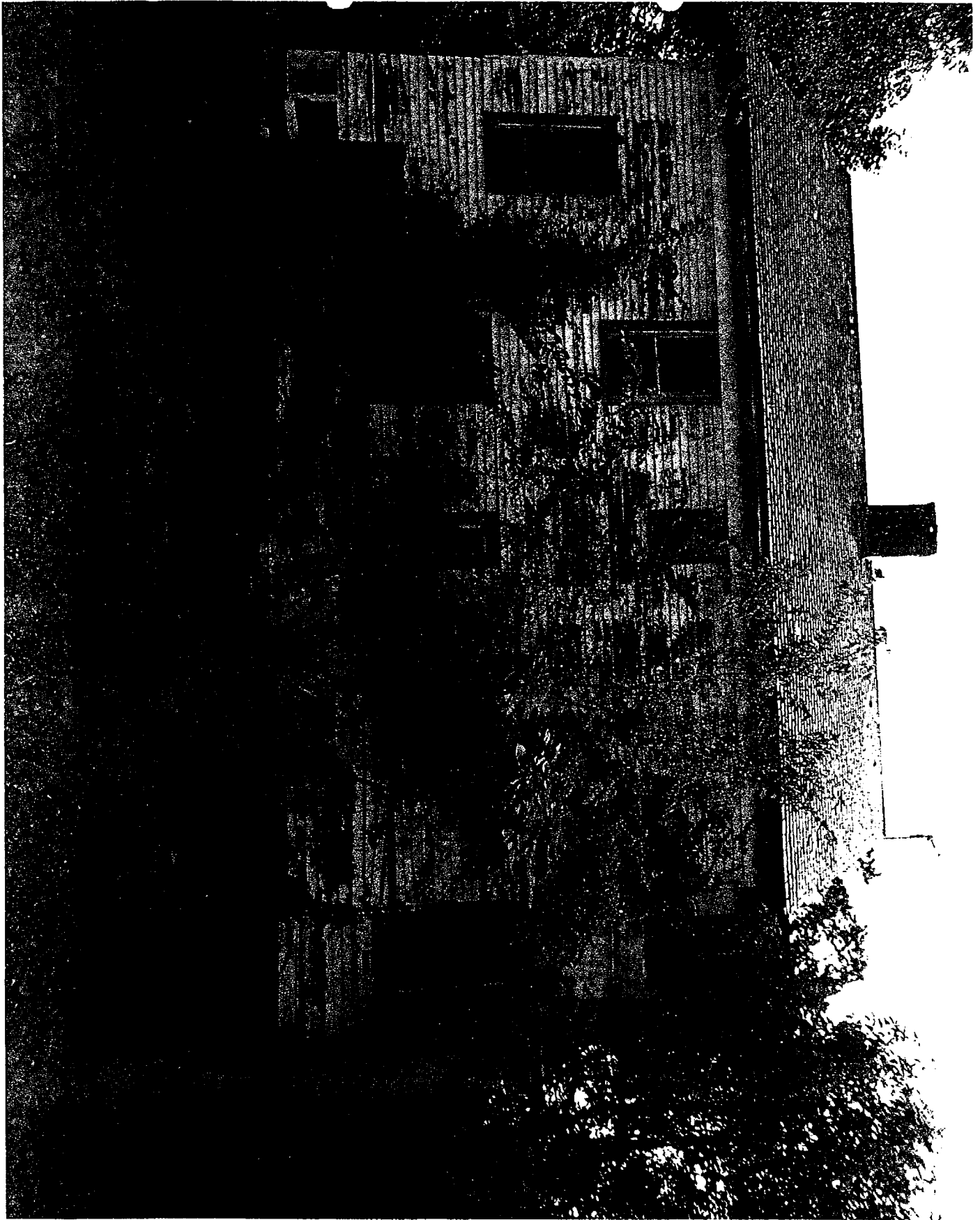
12021 Continental 10-8-19 HSY/ETZ 21

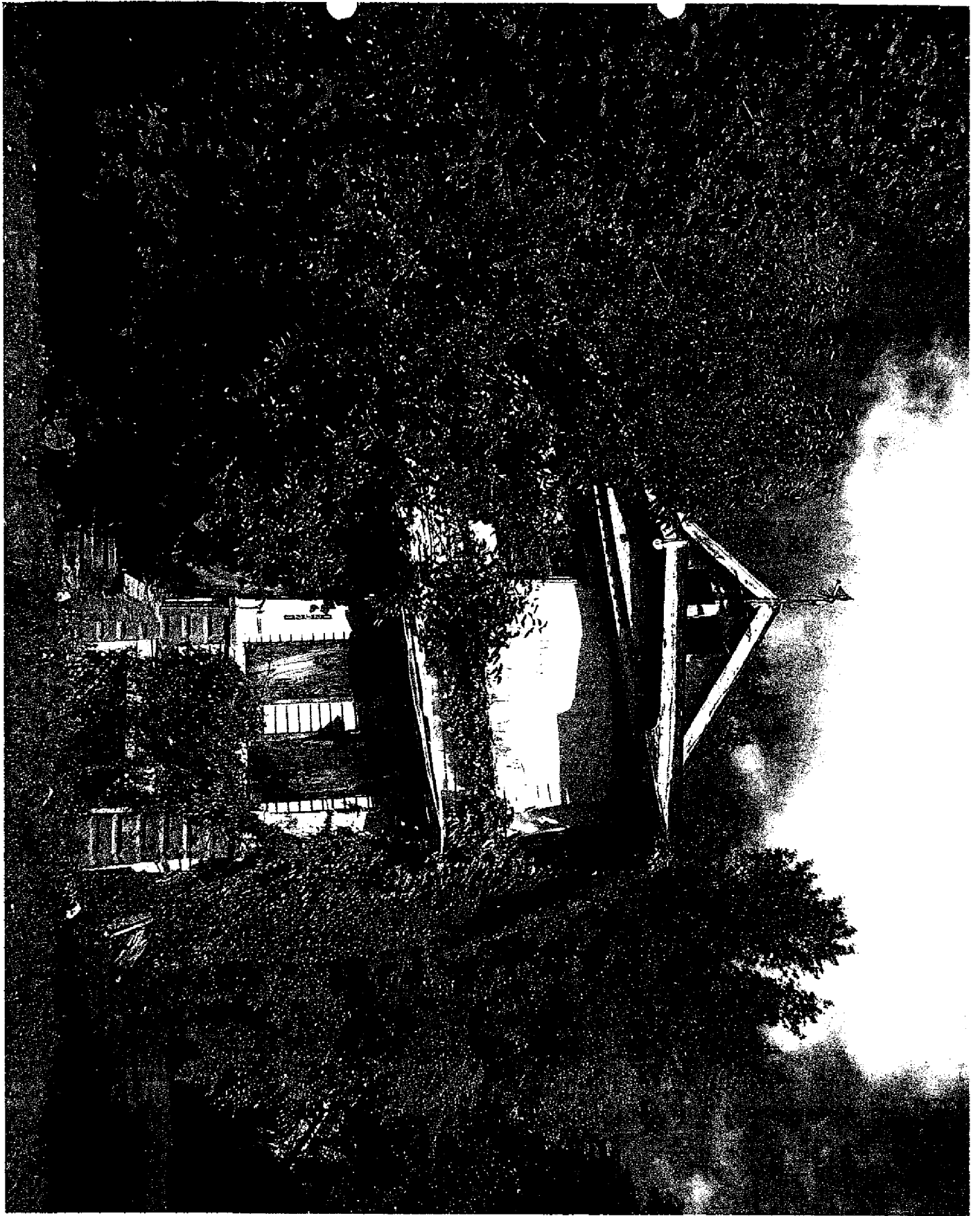


12021 Continental 10-8-19 NSMITH



12021 Continental 11-4-19 M Smith





7018 2290 0002 1680 2767

CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

10/04/19 Mailed via Certified Mail
c/o- Insp. M. Smith (VPU)
12021 Continental Ave.
30 Day Cond MS & Garage

Adult Signature Restricted Delivery \$

Postage \$

To
Appraisal / Damaged Properties
2079 East Ninth St. Room # 3-128
Cleveland, OH 44115

PS Form 3800, April 2015 PSN 7530-02-000-0047 See Reverse for Instructions

7018 2290 0002 1680 2750

CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com


10/04/19 Mailed via Certified Mail
c/o- Insp. M. Smith (VPU)
12021 Continental Ave.
30 Day Cond MS & Garage

Adult Signature Restricted Delivery \$

Postage \$

To
Brad Askren
26895 Aliso Creek Rd. #B-600
Aliso Viejo, CA 92656

PS Form 3800, April 2015 PSN 7530-02-000-0047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. <p>Brad Askren 26895 Aliso Creek Rd. #B-600 Aliso Viejo, CA 92656</p>  <p>9590 9402 4979 9063 7526 01</p>	<p>A. Signature <input checked="" type="checkbox"/> <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Address</p> <p>B. Received by (Printed Name) <i>Askren</i> C. Date of Del</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>2. 7018 2290 0002 1680 2750</p> <p>Restricted Delivery (over \$500)</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Rec

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. <p>Appraisal / Damaged Properties 2079 East Ninth St. Room # 3-128 Cleveland, OH 44115</p>  <p>9590 9402 4979 9063 7525 88</p>	<p>A. Signature <input checked="" type="checkbox"/> <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Address</p> <p>B. Received by (Printed Name) <i>DONNA ALBERT</i> C. Date of Del</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>2. 7018 2290 0002 1680 2767</p> <p>Restricted Delivery (over \$500)</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Rec

EXHIBIT 2C

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

7018 2290 0002 1680 2743

10/04/19 Mailed via Certified Mail
 c/o- Insp. M. Smith (VPU)
 12021 Continental Ave.
 30 Day Cond MS & Garage

Adult Signature Restricted Delivery \$ _____

Postage \$ _____
 Total \$ _____

Brad Askren
 12021 Continental Ave.
 Cleveland, OH 44120

PS Form 3800, April 2015 PSN 7530-02-000-9053 See Reverse for Instructions

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Brad Askren
 12021 Continental Ave.
 Cleveland, OH 44120



9590 9402 4979 9063 7525 95

2. Article Description (Transfer from Sender Label)
 7018 2290 0002 1680 2743

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee

X

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery



City of Cleveland
Frank G. Jackson, Mayor

Department of Building & Housing
Division of Code Enforcement
601 Lakeside Avenue, Room 510
Cleveland, Ohio 44114-1070

CERTIFIED MAIL



7018 2290 0002 1680 2743

[Handwritten signature]

Brad Askren

NIXIE 441 FE 1 6918/11/19

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

UTF
4444444444444444

BC: 4411418789 *892-8591-11*

Southside Wrecking LLC
10363 Notabene Drive
Parma Heights, OHIO 44130
TEL: 480-793-4550
Email: southsidewrecking@gmail.com

INVOICE NR: 537
DATE: 09/29/2020

Bill to:
CITY OF CLEVELAND
DEMOLITION BUREAU
601 LAKESIDE AVE
CLEVELAND, OHIO 44114

DESCRIPTION	AMOUNT
DEMOLITION OF PROPERTY LOCATED AT: 12021 Continental Ave, Cleveland, OH 44120 PPN:129-23-123 Dates: 09/18/2020; 09/19/2020; 09/21/2020	\$7,391.00
	TOTAL: \$7,391.00

THANK YOU FOR YOUR BUSINESS

EXHIBIT 3a

Southside Wrecking LLC
10363 Notabene Drive
Parma Heights, OHIO 44130
TEL: 480-793-4550
Email: southsidewrecking@gmail.com

INVOICE NR: 540
DATE: 09/29/2020

Bill to:
CITY OF CLEVELAND
DEMOLITION BUREAU
601 LAKESIDE AVE
CLEVELAND, OHIO 44114

DESCRIPTION	AMOUNT
Change order to remove excessive debris: 12021 Continental Ave, Cleveland, OH 44120 PPN:129-23-123	\$1,120.00
	TOTAL: \$1,120.00

THANK YOU FOR YOUR BUSINESS

EXHIBIT 3b

**DEPARTMENT OF FINANCE
DIVISION OF ASSESSMENTS AND LICENSES**

INVOICE

BILLING OFFICE (216) 664-3243
601 LAKESIDE AVE - ROOM 122
CLEVELAND, OH 44114-1015

Customer Name BRAD ASKREN		Page 1
Customer Number 129-23-123	Invoice Number DEMO20200001400	Invoice Date December 17, 2020
	Amount Due \$8,478.31	Due Date January 18, 2021
		Amount Enclosed \$

Bill to:

BRAD ASKREN
26895 ALISO CREEK RD
APT B-600
ALISON VIEJO California 92656

Property Address:
12021 CONTINENTAL AVE, CLEVELAND, OH 44120

Payment Method:
Check Money Order Credit Card

Please check if address has changed. Write correct address on back of stub and attach with payment

Please write Invoice No on front of check or Money Order. **DO NOT MAIL CASH**

Please detach the above stub and return with your remittance payable to City of Cleveland

Remit to:

City of Cleveland
601 Lakeside - Room 127
Cleveland Ohio 44114

	Customer Number 129-23-123	Invoice Date December 17, 2020
Customer Name BRAD ASKREN	Invoice Number DEMO20200001400	Due Date January 18, 2021

Invoice Charges

Ref Line No.	DESCRIPTION	Charges/ Credit
1	DEMOLITION COST FOR CDR NUMBER CDR20-0024 - SERVICE DATE: 9/21/2020	\$8,478.31
	Total Invoice Charges	\$8,478.31

Other Charges

DESCRIPTION	Charges
	\$0.00
	Total Other Charges
	\$0.00

Credit Payments Applied

Total Amount Due By January 18, 2021	\$8,478.31
---	------------

BILLING REPORT 11/30/2020

Instructions

CHECKS AND CREDIT CARDS ARE ACCEPTED - MAKE CHECKS PAYABLE TO THE CITY OF CLEVELAND
INCLUDE INVOICE NUMBER ON CHECK

Balances must be paid in full within 30 days from invoice date. Should you fail to make payment within this time; the balance may increase to include the cost of collections, attorney fees and/or appear on the property tax duplicate. IF YOU WISH TO DISPUTE OR PROTEST THIS INVOICE, COMPLETE THE FORM ON BACK, AND MAIL TO THE ADDRESS ON THE BACK OF THIS INVOICE WITHIN 10 DAYS

EXHIBIT 4a

**DEPARTMENT OF FINANCE
DIVISION OF ASSESSMENTS AND LICENSES**

INVOICE

BILLING OFFICE (216) 664-3243
601 LAKESIDE AVE - ROOM 122
CLEVELAND, OH 44114-1015

Customer Name BRAD ASKREN		Page 1
Customer Number 129-23-123	Invoice Number DEMO20200001402	Invoice Date December 17, 2020
	Amount Due \$1,120.00	Due Date January 18, 2021
		Amount Enclosed \$

Bill to:

BRAD ASKREN
26895 ALISO CREEK RD
APT B-600
ALISON VIEJO California 92656

Property Address:
12021 CONTINENTAL AVE, CLEVELAND, OH 44120

Payment Method:
Check Money Order Credit Card

Please check if address has changed. Write correct address on back of stub and attach with payment

Please write Invoice No on front of check or Money Order. **DO NOT MAIL CASH**

Please detach the above stub and return with your remittance payable to City of Cleveland

Remit to:

City of Cleveland
601 Lakeside - Room 127
Cleveland Ohio 44114

	Customer Number 129-23-123	Invoice Date December 17, 2020
Customer Name BRAD ASKREN	Invoice Number DEMO20200001402	Due Date January 18, 2021

Invoice Charges

Ref Line No. DESCRIPTION	Charges/ Credit
1 DEMOLITION COST FOR CDR NUMBER CDR20-0024 - SERVICE DATE: 9/21/2020	\$1,120.00
Total Invoice Charges	\$1,120.00

Other Charges

DESCRIPTION	Charges
	\$0.00
Total Other Charges	\$0.00

Credit Payments Applied	\$0.00
Total Amount Due By January 18, 2021	\$1,120.00

BILLING REPORT 11/30/2020

Instructions

CHECKS AND CREDIT CARDS ARE ACCEPTED - MAKE CHECKS PAYABLE TO THE CITY OF CLEVELAND
INCLUDE INVOICE NUMBER ON CHECK

Balances must be paid in full within 30 days from invoice date. Should you fail to make payment within this time; the balance may increase to include the cost of collections, attorney fees and/or appear on the property tax duplicate. IF YOU WISH TO DISPUTE OR PROTEST THIS INVOICE, COMPLETE THE FORM ON BACK, AND MAIL TO THE ADDRESS ON THE BACK OF THIS INVOICE WITHIN 10 DAYS

EXHIBIT 4b

DEMOLITION BILLING

SURVEY & ABATEMENT COST RECOVERY

Address: 12021 Continental Avenue

PPN: 129-23-123

ASBESTOS SURVEY: \$600.00

ABATEMENT COST: \$350.00

DEMOLITION COST: \$7,391.00 + \$1,120.00 = \$8,511.00

SERVICE DATE: 08/06/2020

ADMINISTRATIVE COST: \$1,087.31

TOTAL COST: \$10,548.31

Responsible party for the demolition cost:

STATE OF OHIO

)

)ss: AFFIDAVIT

COUNTY OF CUYAHOGA

)

I, HEIDI A. ARMSTRONG, being first duly cautioned and sworn, allege and aver as follows:

1. That I am the attorney of record representing City of Cleveland;
2. That I am familiar with creditor representation and contingency fee agreements in this area of practice and our firm has over 45 years of collective experience in this field of practice.
3. Our firm has expended time of attorneys, support staff and clerical personnel in our preparation of letters, preparation of the complaint, appearance at hearings, and telephone conferences.
4. Our firm rates for professional legal services range from \$250.00 to \$350.00 per hour, or from 10% to 45% of the amount recovered on a contingent fee basis. Our fee with City of Cleveland Department of Building and Housing is a 10% - 45% sliding scale contingent fee.
5. That the contingency fee agreement which City of Cleveland has entered into with my firm is a reasonable fee for the services rendered in this area of practice.
6. The current legal fees of *Two Thousand Three Hundred Seventy Three Dollars and 92 Cents (\$2,373.92)* are reasonable and customary for the work performed in this matter.
7. To the best of affiant knowledge and belief, Defendant, is neither a minor nor an incompetent nor in the military service.
8. The legal fees are reasonable, customary, and necessary for legal services provided by attorneys with similar experience, expertise, the nature of the legal issues in controversy, and the rates charged in Northeast Ohio, and which conform to the requirements of Rules of Professional Conduct 1.5.
9. The collection costs and attorney fees and court costs, discovery costs, deposition cost, additional attorney fees for appellate proceedings and all other cost are recoverable from Defendant pursuant to §715.261 of the Ohio Revised Code and with §3103.09(k)(1) and §3103.09(k)(4) of the Codified Ordinance of the City of Cleveland.

FURTHER AFFIANT SAYETH NAUGHT.

Heidi A. Armstrong
 HEIDI A. ARMSTRONG (0062350)

SWORN TO AND SUBSCRIBED before me, a Notary Public, this 24 day of April, 2023

[Signature]
 NOTARY PUBLIC

21-02654-0 / demo Property / exhibit



LAURA JOYCE PRESTI
 Notary Public
 State of Ohio
 My Comm. Expires
 November 11, 2024

EXHIBIT 5

In Re: Brad Askren
Account Number 129-23-123

21-02654-0

STATE OF OHIO)
)ss: **AFFIDAVIT**
COUNTY OF CUYAHOGA)

I, Sally Accorti Martin, the "Affiant", being of lawful age and having first been duly sworn, states and deposes as follows:

1. That I am the Director of Building and Housing for the City of Cleveland (hereinafter "Plaintiff"). I am at least 18 years old and competent to give testimony on all matters pertaining to Brad Askren (hereinafter Defendant) who benefitted by the City's nuisance abatement at 12021 Continental Avenue, Cleveland, Ohio 44120; PPN:129-23-123 (hereinafter The Property). See Exhibit "1".

2. In the regular performance of my duties as Director, I have access to and am familiar with the activities, records and accounts maintained by the City of Cleveland's Department of Building and Housing. I have personal knowledge that said records are maintained for the purpose of boarding up and/or demolishing structures located in the City of Cleveland. These records (which include notices, photographs, invoices and others) are made at or near the time of occurrence or are based on information of persons with knowledge of the activities and transactions reflected in such records. In connection with making this affidavit, I reviewed the business records concerning the boarding up and or demolition of The Property, which is the subject of this proceeding, and the certified Notices of Violation sent to Defendant at the tax mailing address and Property address and which was posted at the Property address. See Exhibits "2".

3. Affiant further states that the attached records, identified as the "deed", "violation notice", "proof of mailings", "title reports" obtained by the City, "photographs" depicting The Property located 12021 Continental Avenue, Cleveland, Ohio 44120; PPN:129-23-123 and "invoices" are true and accurate copies of the originals, each of which is marked as Exhibit 1 to 4 and which are collectively attached to Plaintiff's complaint.

4. Plaintiff issued to Defendant a Notice of Violation, Condemnations and Demolition on October, 4, 2019, by certified mail, and posted at the Property and subsequently issued its invoice for costs of said demolition work in compliance with §715.261 of the Ohio Revised Code and with §367.04 and §3103.09(k)(4) of the Codified Ordinance of the City of Cleveland, true and accurate copies of Notices are attached to Plaintiff's complaint. See Exhibits "2", "4a" and "4b".

5. On or about September 21, 2020, Plaintiff, through its private, independent demolition contractor, abated the nuisance condition of The Property by demolishing the condemned structures situated thereon.

EXHIBIT 6

6. Plaintiff paid its independent contractor *Eight Thousand Five Hundred Eleven Dollars and 00 Cents (\$8,511.00)* for the aforesaid work performed at the property. See Exhibit "3a" and "3b"

7. City of Cleveland, is entitled to recover from Defendant the total costs for the aforementioned work, and that in addition to the *Eight Thousand Four Hundred Seventy Eight Dollars and 31 Cents (\$8,478.31)* which includes administrative cost of *One Thousand Eighty Seven Dollars and 31 Cents (\$1,087.31)* on invoice no. DEMO20200001400, Plaintiff incurred collection costs and attorney fees in an amount of *Two Thousand Three Hundred Seventy Three Dollars and 92 Cents (\$2,373.92)* which it is entitled to recover pursuant to §715.261 of the Ohio Revised Code and with §3103.09(k)(4) of the Codified Ordinance of the City of Cleveland. See Exhibits "4a", "4b" and "5".

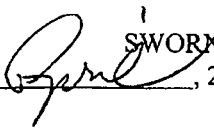
8. That to the best of Affiant's knowledge and belief that Defendant is not now an enlisted member of the Military service of the United States or on active duty or otherwise protected under the Soldiers and Sailors Relief Act.

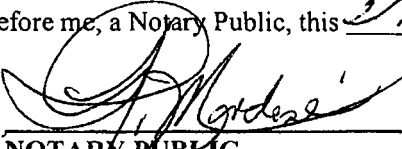
9. That there remains due and owing from "Defendant" to City of Cleveland, Department of Building and Housing a principal balance of *Eight Thousand Four Hundred Seventy Eight Dollars and 31 Cents (\$8,478.31)*, which includes administrative costs, and collection costs and attorney fees in the amount of *Two Thousand Three Hundred Seventy Three Dollars and 92 Cents (\$2,373.92)* recoverable pursuant to §715.261 of the Ohio Revised Code and with §3103.09(k)(4) of the Codified Ordinance of the City of Cleveland (which collection costs and attorney fees are reasonable, necessary and at customary rates in Cleveland, Ohio) for a total balance of *Ten Thousand Eight Hundred Fifty Two Dollars and 23 Cents (\$10,852.23)* along with all expenses for court costs, discovery, depositions, and any additional attorney fees for any appeal of the case and there are no set-offs, credits, or allowances due or to become due on Defendant's Account.

FURTHER AFFIANT SAYETH NAUGHT.



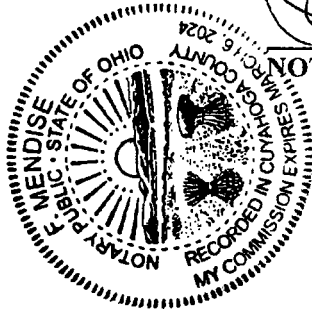
Sally Accorti Martin


SWORN TO AND SUBSCRIBED before me, a Notary Public, this 21st day of June, 2023.



NOTARY PUBLIC

exhibit 6



South Hills Surveying

Invoice

**1721 Ardoyne Avenue
Cleveland, Ohio 44109**

Date	Invoice #
8/26/20	2020-41

Bill To
City of Cleveland Attn: Valencia White 601 Lakeside Avenue Cleveland, Ohio 44114

Ship To
12021 Continental Avenue Cleveland, Ohio 44120
CDR20-0024

Quantity	Item Code	Description	Price Each	Amount
1		Asbestos Survey 12021 Continental Avenue, Cleveland Ohio 44120 P.P.N. 129-23-123 Date of Service: 8/6/20	\$600.00	\$600.00
Thank you for your business!			Total	\$600.00

EXHIBIT 7

**DEPARTMENT OF FINANCE
DIVISION OF ASSESSMENTS AND LICENSES**

INVOICE

BILLING OFFICE (216) 664-3243
601 LAKESIDE AVE - ROOM 122
CLEVELAND, OH 44114-1015

Customer Name BRAD ASKREN		Page 1
Customer Number 129-23-123	Invoice Number DEMO20200001193	Invoice Date October 22, 2020
	Amount Due \$600.00	Due Date November 30, 2020
		Amount Enclosed \$

Bill to:

BRAD ASKREN
26895 ALISO CREEK RD
APT B-600
ALISON VIEJO California 92656

Property Address: 12021 CONTINENTAL AVE, CLEVELAND, OH 44120
Payment Method: Check <input type="checkbox"/> Money Order <input type="checkbox"/> Credit Card <input type="checkbox"/>

Please check if address has changed. Write correct address on back of stub and attach with payment

Please write Invoice No on front of check or Money Order. **DO NOT MAIL CASH**

Please detach the above stub and return with your remittance payable to City of Cleveland

Remit to:

City of Cleveland
601 Lakeside - Room 127
Cleveland Ohio 44114

	Customer Number 129-23-123	Invoice Date October 22, 2020
Customer Name BRAD ASKREN	Invoice Number DEMO20200001193	Due Date November 30, 2020

Invoice Charges

Ref Line No.	DESCRIPTION	Charges/ Credit
1	DEMOLITION SURVEY COST FOR CDR NUMBER CDR20-0024 - SERVICE DATE: 8/6/2020	\$600.00
Total Invoice Charges		\$600.00

Other Charges

DESCRIPTION	Charges	
	\$0.00	
Total Other Charges		\$0.00

Credit Payments Applied	\$0.00
Total Amount Due By November 30, 2020	\$600.00

BILLING REPORT 09/30/2020

Instructions

CHECKS AND CREDIT CARDS ARE ACCEPTED - MAKE CHECKS PAYABLE TO THE CITY OF CLEVELAND
INCLUDE INVOICE NUMBER ON CHECK

Balances must be paid in full within 30 days from invoice date. Should you fail to make payment within this time; the balance may increase to include the cost of collections, attorney fees and/or appear on the property tax duplicate. IF YOU WISH TO DISPUTE OR PROTEST THIS INVOICE, COMPLETE THE FORM ON BACK, AND MAIL TO THE ADDRESS ON THE BACK OF THIS INVOICE WITHIN 10 DAYS

EXHIBIT 8

STATE OF OHIO

)

)ss: AFFIDAVIT

COUNTY OF CUYAHOGA

)

I, HEIDI A. ARMSTRONG, being first duly cautioned and sworn, allege and aver as follows:

1. That I am the attorney of record representing City of Cleveland;
2. That I am familiar with creditor representation and contingency fee agreements in this area of practice and our firm has over 45 years of collective experience in this field of practice.
3. Our firm has expended time of attorneys, support staff and clerical personnel in our preparation of letters, preparation of the complaint, appearance at hearings, and telephone conferences.
4. Our firm rates for professional legal services range from \$250.00 to \$350.00 per hour, or from 10% to 45% of the amount recovered on a contingent fee basis. Our fee with City of Cleveland Department of Building and Housing is a 10% - 45% sliding scale contingent fee.
5. That the contingency fee agreement which City of Cleveland has entered into with my firm is a reasonable fee for the services rendered in this area of practice.
6. The current legal fees of *One Hundred Sixty Eight Dollars and 00 Cents (\$168.00)* are reasonable and customary for the work performed in this matter.
7. To the best of affiant knowledge and belief, Defendant, is neither a minor nor an incompetent nor in the military service.
8. The legal fees are reasonable, customary, and necessary for legal services provided by attorneys with similar experience, expertise, the nature of the legal issues in controversy, and the rates charged in Northeast Ohio, and which conform to the requirements of Rules of Professional Conduct 1.5.
9. The collection costs and attorney fees and court costs, discovery costs, deposition cost, additional attorney fees for appellate proceedings and all other cost are recoverable from Defendant pursuant to §715.261 of the Ohio Revised Code and with §3103.09(k)(1) and §3103.09(k)(4) of the Codified Ordinance of the City of Cleveland.

FURTHER AFFIANT SAYETH NAUGHT.

Heidi A. Armstrong
 HEIDI A. ARMSTRONG (0062350)

[Signature] SWORN TO AND SUBSCRIBED before me, a Notary Public, this 24 day of April, 2023

[Signature]
 NOTARY PUBLIC

20-90281-0 / asbestos survey property / exhibit 9



LAURA JOYCE PRESTI
 Notary Public
 State of Ohio
 My Comm. Expires
 November 11, 2024

EXHIBIT 9

In Re: Brad Askren
Account Number 129-23-123

20-90281-0

STATE OF OHIO)
) ss:AFFIDAVIT
COUNTY OF CUYAHOGA)

I, Sally Accorti Martin, the "Affiant", having first been duly sworn, do attest to the following:

1. That I am the Director of Building and Housing for the City of Cleveland (hereinafter "Plaintiff"). I am at least 18 years old and competent to give testimony on all matters pertaining to Brad Askren (hereinafter "Defendant") who benefitted by the City's nuisance abatement at 12021 Continental Avenue, Cleveland, Ohio 44120; PPN:129-23-123 (hereinafter the Property). See Exhibit "1".

2. In the regular performance of my duties as Director, I have access to and am familiar with the activities, records and accounts maintained by the City of Cleveland's Department of Building and Housing. I have personal knowledge that said records are maintained for the purpose of an asbestos survey and/or abatement cost located in the City of Cleveland. These records (which include photographs, invoices and others) are made at or near the time of occurrence or are based on information of persons with knowledge of the activities and transactions reflected in such records. In connection with making this affidavit, I reviewed the business records concerning the asbestos survey and/or abatement cost of the Property which is the subject of this proceeding.

3. All Exhibits marked and attached to Plaintiff's complaint are true and accurate copies of the originals of the business records of the City of Cleveland, and are hereby authenticated as business and public records of the City of Cleveland.

4. Plaintiff, through its private, independent asbestos survey contractor, abated the nuisance condition of The Property by performing an asbestos survey on the condemned structures situated thereon.

5. On or about August 6, 2020, Plaintiff paid its independent survey contractor Six Hundred Dollars and 00 Cents (\$600.00) for the aforesaid survey work performed at The Property. See Exhibit "7".

6. Plaintiff surveyed The Property at 12021 Continental Avenue, Cleveland, Ohio 44120; PPN:129-23-123 on August 6, 2020 to abate a public nuisance and subsequently issued its invoice no. DEMO20200001193 for costs of said survey work in compliance with §715.261 of the Ohio Revised Code and with §3103.09(k)(4) of the Codified Ordinance of the City of Cleveland, true and accurate copies of which are attached to Plaintiff's complaint. See Exhibit "8".

EXHIBIT 10

INVOICE

Ata Construction and Demo Inc.
9529 Winfield Lane
N Ridgeville, OH 44039

ataconstructiondemoinc@gmail.com
+1 2165095763

City of Cleveland

Bill to

City of Cleveland
601 Lakeside Ave.
Cleveland, OH 44114

Invoice details

Invoice no. : A20-010
Invoice date : 09/14/2020
Terms : Net 30
Due date : 10/14/2020

Product or service

Rate

Amount

Duct tape and paper less than 10SF

1 hr x \$350.00


\$350.00

7 SF duct wrap . 12021 Continental Ave. PPN: 129-23-123 . Work
completed on 9/10/20

Total

\$350.00

Ways to pay

VISA    

Due date

10/14/2020

Thank you for your business.

EXHIBIT 11

**DEPARTMENT OF FINANCE
DIVISION OF ASSESSMENTS AND LICENSES**

INVOICE

BILLING OFFICE (216) 664-3243
601 LAKESIDE AVE - ROOM 122
CLEVELAND, OH 44114-1015

Customer Name BRAD ASKREN		Page 1
Customer Number 129-23-123	Invoice Number DEMO20200001401	Invoice Date December 17, 2020
	Amount Due \$350.00	Due Date January 18, 2021
		Amount Enclosed \$

Bill to:

BRAD ASKREN
26895 ALISO CREEK RD
APT B-600
ALISON VIEJO California 92656

Property Address:
12021 CONTINENTAL AVE, CLEVELAND, OH 44120

Payment Method:
Check Money Order Credit Card

Please check if address has changed. Write correct address on back of stub and attach with payment

Please write Invoice No on front of check or Money Order. **DO NOT MAIL CASH**

Please detach the above stub and return with your remittance payable to City of Cleveland

Remit to:

City of Cleveland
601 Lakeside - Room 127
Cleveland Ohio 44114

	Customer Number 129-23-123	Invoice Date December 17, 2020
Customer Name BRAD ASKREN	Invoice Number DEMO20200001401	Due Date January 18, 2021

Invoice Charges

Ref Line No.	DESCRIPTION	Charges/Credit
1	DEMOLITION ABATEMENT COST FOR CDR NUMBER CDR20-0024 - SERVICE DATE: 9/10/2020	\$350.00
	Total Invoice Charges	\$350.00

Other Charges

DESCRIPTION	Charges
	\$0.00
	Total Other Charges
	\$0.00

Credit Payments Applied	\$0.00
Total Amount Due By January 18, 2021	\$350.00

BILLING REPORT 11/30/2020

Instructions

CHECKS AND CREDIT CARDS ARE ACCEPTED - MAKE CHECKS PAYABLE TO THE CITY OF CLEVELAND
INCLUDE INVOICE NUMBER ON CHECK

Balances must be paid in full within 30 days from invoice date. Should you fail to make payment within this time; the balance may increase to include the cost of collections, attorney fees and/or appear on the property tax duplicate. IF YOU WISH TO DISPUTE OR PROTEST THIS INVOICE, COMPLETE THE FORM ON BACK, AND MAIL TO THE ADDRESS ON THE BACK OF THIS INVOICE WITHIN 10 DAYS

EXHIBIT 12

STATE OF OHIO

)

)ss: AFFIDAVIT

COUNTY OF CUYAHOGA

)

I, HEIDI A. ARMSTRONG, being first duly cautioned and sworn, allege and aver as follows:

1. That I am the attorney of record representing City of Cleveland;
2. That I am familiar with creditor representation and contingency fee agreements in this area of practice and our firm has over 45 years of collective experience in this field of practice.
3. Our firm has expended time of attorneys, support staff and clerical personnel in our preparation of letters, preparation of the complaint, appearance at hearings, and telephone conferences.
4. Our firm rates for professional legal services range from \$250.00 to \$350.00 per hour, or from 10% to 45% of the amount recovered on a contingent fee basis. Our fee with City of Cleveland Department of Building and Housing is a 10% - 45% sliding scale contingent fee.
5. That the contingency fee agreement which City of Cleveland has entered into with my firm is a reasonable fee for the services rendered in this area of practice.
6. The current legal fees of *Ninety Eight Dollars and 00 Cents (\$98.00)* are reasonable and customary for the work performed in this matter.
7. To the best of affiant knowledge and belief, Defendant, is neither a minor nor an incompetent nor in the military service.
8. The legal fees are reasonable, customary, and necessary for legal services provided by attorneys with similar experience, expertise, the nature of the legal issues in controversy, and the rates charged in Northeast Ohio, and which conform to the requirements of Rules of Professional Conduct 1.5.
9. The collection costs and attorney fees and court costs, discovery costs, deposition cost, additional attorney fees for appellate proceedings and all other cost are recoverable from Defendant pursuant to §715.261 of the Ohio Revised Code and with §3103.09(k)(1) and §3103.09(k)(4) of the Codified Ordinance of the City of Cleveland.

FURTHER AFFIANT SAYETH NAUGHT.

Heidi A. Armstrong
 HEIDI A. ARMSTRONG (0062350)

SWORN TO AND SUBSCRIBED before me, a Notary Public, this 21 day of April, 2023



LAURA JOYCE PRESTI
 Notary Public
 State of Ohio
 My Comm. Expires
 November 11, 2024

[Signature]
 NOTARY PUBLIC

21-02652-0/ abatement property / exhibit 13

EXHIBIT 13

In Re: Brad Askren
Account Number 129-23-123

21-02652-0

STATE OF OHIO)
) **ss:AFFIDAVIT**
COUNTY OF CUYAHOGA)

I, Sally Accorti Martin, the "Affiant", having first been duly sworn, do attest to the following:

1. That I am the Director of Building and Housing for the City of Cleveland (hereinafter "Plaintiff"). I am at least 18 years old and competent to give testimony on all matters pertaining to Brad Askren (hereinafter "Defendant") who benefitted by the City's nuisance abatement at 12021 Continental Avenue, Cleveland, Ohio 44120; PPN: 129-23-123 (hereinafter the Property). See Exhibit "1".

2. In the regular performance of my duties as Director, I have access to and am familiar with the activities, records and accounts maintained by the City of Cleveland's Department of Building and Housing. I have personal knowledge that said records are maintained for the purpose of an asbestos survey and/or abatement cost located in the City of Cleveland. These records (which include photographs, invoices and others) are made at or near the time of occurrence or are based on information of persons with knowledge of the activities and transactions reflected in such records. In connection with making this affidavit, I reviewed the business records concerning the asbestos survey and/or abatement cost of the Property which is the subject of this proceeding.

3. All Exhibits marked and attached to Plaintiff's complaint are true and accurate copies of the originals of the business records of the City of Cleveland, and are hereby authenticated as business and public records of the City of Cleveland.

4. Plaintiff, through its private, independent asbestos abatement contractor, abated the nuisance condition of The Property by performing an asbestos abatement on the condemned structures situated thereon.

5. On or about September 10, 2020, Plaintiff paid its independent abatement contractor *Three Hundred Fifty Dollars and 00 Cents (\$350.00)* for the aforesaid abatement work performed at The Property. See Exhibit "11".

6. Plaintiff abated The Property at 12021 Continental Avenue, Cleveland, Ohio 44120; PPN: 129-23-123 on September 10, 2020 to abate a public nuisance and subsequently issued its invoice no. DEMO20200001401 for costs of said survey work in compliance with §715.261 of the Ohio Revised Code and with §3103.09(k)(4) of the Codified Ordinance of the City of Cleveland, true and accurate copies of which are attached to Plaintiff's complaint. See Exhibit "12".

EXHIBIT 14

7. City of Cleveland, is entitled to recover from Defendant the total costs for the aforementioned work, and that in addition to the *Three Hundred Fifty Dollars and 00 Cents (\$350.00)* on invoice no. DEMO20200001401, Plaintiff incurred collection costs and attorney fees in an amount of *Ninety Eight Dollars and 00 Cents (\$98.00)* which it is entitled to recover pursuant to §715.261 of the Ohio Revised Code and with §3103.09(k)(1) and §3103.09(k)(4) of the Codified Ordinance of the City of Cleveland. See Exhibit "13".

8. That to the best of Affiant's knowledge and belief that the Defendant is not now an enlisted member of the Military service of the United States or on active duty or otherwise protected under the Soldiers and Sailors Relief Act.

9. That there remains due and owing from "Defendant" to City of Cleveland, Department of Building and Housing a principal balance of *Three Hundred Fifty Dollars and 00 Cents (\$350.00)* and collection costs and attorney fees in the amount of *Ninety Eight Dollars and 00 Cents (\$98.00)* recoverable pursuant to §715.261 of the Ohio Revised Code and with §3103.09(k)(1) and §3103.09(k)(4) of the Codified Ordinance of the City of Cleveland (which collection costs and attorney fees are reasonable, necessary and at customary rates in Cleveland, Ohio) for a total balance of *Four Hundred Forty Eight Dollars and 00 Cents (\$448.00)* along with all discovery costs, deposition cost, additional attorney fees for appellate proceedings and all other costs and there are no set-offs, credits, or allowances due or to become due on Defendant's Account.

FURTHER AFFIANT SAYETH NAUGHT.



Sally Accorti Martin

SWORN TO AND SUBSCRIBED before me, a Notary Public, this 27th day of April, 2023.



NOTARY PUBLIC

abatement property exhibit 14

