

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 173

By: Mr. Daymut

**AN ORDINANCE ACCEPTING FOR RECORDING PURPOSES
THE LOT SPLIT PLAT FOR THE SUBDIVISION OF PERMANENT
PARCEL NO. 393-31-008, LOCATED AT 19250 KNOWLTON
PARKWAY, AND DECLARING AN EMERGENCY.**

WHEREAS, the lot split plat for the Subdivision of Permanent Parcel No. 393-31-008, located at 19250 Knowlton Parkway, is being submitted to this Council for review pursuant to Title Four of Part Twelve of the Codified Ordinances of the City of Strongsville, a copy of such plat is attached hereto as Exhibit A, and incorporated herein; and

WHEREAS, the Codified Ordinances of the City and the minimum standards for improvements required for the subdivision of land adopted therein requires frontage on a dedicated street for all lots and the subject plat has one lot without frontage on a dedicated street; and

WHEREAS, the Board of Zoning Appeals has granted a variance from this requirement subject to a Declaration of Easements; and

WHEREAS, the owner of Permanent Parcel No. 393-31-008, located at 19250 Knowlton Parkway, and zoned General Business, has requested that the Planning Commission of the City of Strongsville approve the Subdivision subject to the Declaration of Easements required by the Board of Zoning Appeals; and

WHEREAS, as a condition for approval, the Planning Commission and Law Department required that the applicant submit a Declaration of Easements, a copy of which is attached hereto as Exhibit B, and incorporated herein; and

WHEREAS, the Engineer of the City of Strongsville has reviewed the plat and documents, finds them in good order and has approved them and, therefore, has recommended to the Planning Commission and this Council that this Subdivision be approved for recording purposes, subject to the Declaration of Easements; and

WHEREAS, this Council desires to approve the aforesaid Subdivision plat for recording purposes, subject to the filing of the Declaration of Easements.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO:

Section 1. That the Council of the City of Strongsville does hereby approve the lot split plat of the Subdivision for Permanent Parcel No. 393-31-008, as set out in attached Exhibit A, for recording purposes, subject to the filing of the Declaration of Easements attached as Exhibit B, at a time directed by the Law Department.

Section 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of

CITY OF STRONGSVILLE, OHIO
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Page 2

this Council; and that all deliberations of the Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 3. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to assure proper development of all lots and land within the City of Strongsville. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

Renald M. Dooner
 President of Council

Approved: Thomas B. Zuercher
 Mayor

Date Passed: October 16, 2017

Date Approved: October 17, 2017

	<u>Yea</u>	<u>Nay</u>
Carbone	<u>✓</u>	<u> </u>
Daymut	<u>✓</u>	<u> </u>
DeMio	<u>✓</u>	<u> </u>
Dooner	<u>✓</u>	<u> </u>
Schonhut	<u>✓</u>	<u> </u>
Short	<u>✓</u>	<u> </u>
Southworth	<u>✓</u>	<u> </u>

Attest: Jimmi Pismotka
 Clerk of Council

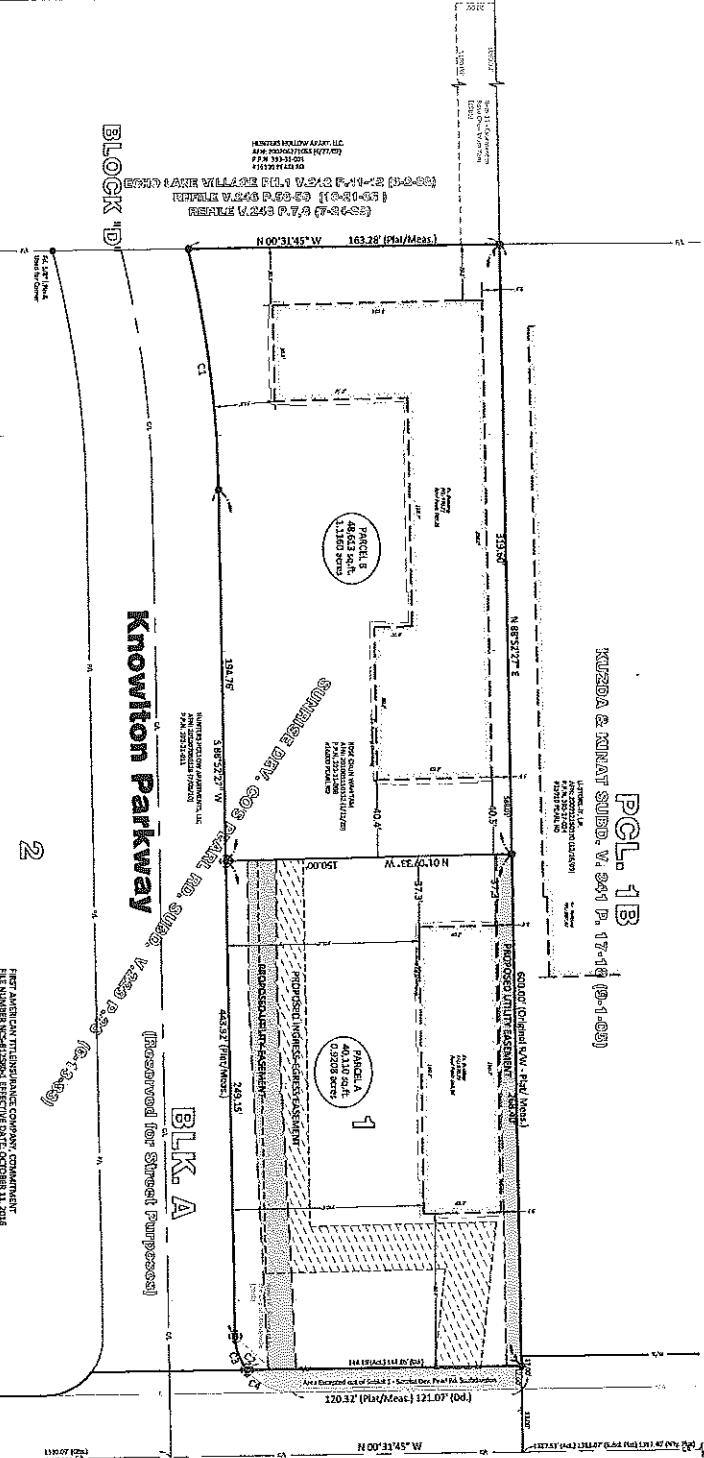
ORD. No. 2017-173 Amended:
 1st Rdg. 10-16-17 Ref:
 2nd Rdg. Suspended Ref:
 3rd Rdg. Suspended Ref:

 Pub Hrg. Ref:
 Adopted: 10-16-17 Defeated:

DATE	DESCRIPTION	BY
11/15/17	PREPARED FOR THE ARCHITECT'S PARTNERSHIP LTD.	...
11/15/17	NO MINIMUM LOT AREA	...
11/15/17	NO MINIMUM LOT WIDTH	...
11/15/17	SETBACKS BUILDING = 125' FROM CENTERLINE OF ROAD	...
11/15/17	SETBACKS BUILDING = 0'	...
11/15/17	SETBACKS CORNER LOT CENTER BODIES = 50'	...
11/15/17	SETBACKS CORNER LOT CENTER BODIES = 0'	...
11/15/17	NON-YARD BUILDINGS = 0'	...

CURVE	LENGTH	BEARING	CHORD	BEARING	TANGENT
C1	127.48'	115°07'	127.23'	S87°51'27" W	63.95'
C2	48.81'	30.00'	89.2415'	S66°47'21" E	29.69'
C3	18.93'	30.00'	35.6727'	N77°42'19" E	9.33'
C4	27.82'	30.00'	53.0714'	N62°02'20" E	15.00'

5 SUBDIVISION
Plat of Lot Split
P.P.N. 393-31-008
 PART OF LOT 57 OF ORIGINAL STRONGSVILLE
 TOWNSHIP 5 NORTH, RANGE XIV WEST OF THE
 CONNECTICUT WESTERN RESERVE SURVEY
 STRONGSVILLE - CUYAHOGA COUNTY - OHIO
 MARCH 2017 SCALE 1"=30'



DATE	11/15/17
SCALE	1"=30'
BY	...
FOR	...
PROJECT	...
NO. OF SHEETS	...
TOTAL SHEETS	...
DATE	11/15/17
BY	...



PLAT OF LOT SPLIT
 PART OF LOT 57 OF ORIGINAL STRONGSVILLE TOWNSHIP 5 NORTH, RANGE XIV WEST OF THE CONNECTICUT WESTERN RESERVE SURVEY STRONGSVILLE - CUYAHOGA COUNTY - OHIO
 MARCH 2017 SCALE 1"=30'

PREPARED FOR:
 THE ARCHITECT'S PARTNERSHIP LTD.
 100 WILSON AVENUE, SUITE 2000
 CLEVELAND, OHIO 44115
 PHONE 313-562-2800
 EMAIL: INFO@THEARCHITECTS.COM

OWNER CERTIFICATE
 I, THE UNDERSIGNED OWNER OF THE LAND SHOWN HEREON, DO HEREBY CERTIFY THAT I AM AND AM NOT OF THE STATE OF OHIO.

NOTARY PUBLIC
 STATE OF OHIO
 COUNTY OF CUYAHOGA

BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONAL APPEARANCE OF THE ABOVE NAMED WHO KNOWLEDGED THAT HE DID SIGN THE FOREGOING INSTRUMENT AND THAT HE SAID HE VOLUNTARILY ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE HEREIN SET MY HAND AND OFFICIAL SEAL, THIS _____ DAY OF _____, 2017.

NOTARY PUBLIC

APPROVED AND APPROVED BY THE PLANNING COMMISSION OF THE CITY OF STRONGSVILLE, OHIO THIS _____ DAY OF _____, 2017.

PLANNING COMMISSION

CITY ENGINEER

THIS PLAT IS APPROVED BY THE CITY ENGINEER OF THE CITY OF STRONGSVILLE, OHIO THIS _____ DAY OF _____, 2017.

CITY ENGINEER

THIS PLAT IS APPROVED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, OHIO THIS _____ DAY OF _____, 2017.

CITY COUNCIL

CONTRACT NO.
 16250

DATE
 11/15/17

BY
 ...

FOR
 ...

PROJECT
 ...

TOTAL SHEETS
 ...

DATE
 11/15/17

BY
 ...

Polaris
 POLARIS ENGINEERING & SURVEYING, INC.
 16250
 16250
 16250

Shurmer Road

Echo Drive

DECLARATION OF EASEMENTS

THIS DECLARATION OF EASEMENTS (this "**Declaration**") is made this ____ day of _____, 2017 by WATTERSON INVESTMENT GROUP, LLC, an Ohio limited liability company ("**Declarant**").

RECITALS

- A. Declarant is the owner of that certain real property located in the City of Strongsville (the "**City**") in Cuyahoga, County, Ohio and legally described on Exhibit A attached hereto and made a part hereof (the "**Development**"); and
- B. Declarant desires to impose certain easements for the benefit and burden of all of the Development, for the mutual and reciprocal benefit and complement of all of said Development and the present and future owners thereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Declarant covenants and agrees as follows:

AGREEMENTS

- 1. Definitions. For purposes hereof:
 - (a) The term "**Plat**" shall mean that certain Plat of Lot Split attached hereto as Exhibit B and made a part hereof.
 - (b) The term "**Parcel A**" shall mean that certain portion of the Development depicted as "Parcel A" on the Plat.
 - (c) The term "**Parcel B**" shall mean that certain portion of the Development depicted as "Parcel B" on the Plat.
 - (d) The term "**Owner**" or "**Owners**" shall mean the Declarant and any and all of its successors or assigns as the owner or owners of fee simple title to all or any portion of the Development covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise. The Owner of any Parcel may assign any or all of its rights and obligations hereunder to a ground lessee of such Parcel.
 - (e) The term "**Permittees**" shall mean Owners and the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of such Owners, tenants or occupants.



(f) The term "**Driveways**" shall mean all, access points, driveways, access roads, and walkways as presently or hereafter constructed and constituting a part of the of the Development.

(g) The term "**Laws**" shall mean all ordinances, statutes, orders, codes, directives, rules and regulations of the federal, state, county and municipal governments and of all other governmental authorities affecting the Development or the appurtenances thereto or any part thereof whether the same are in force at the recording of this Declaration or in the future passed, enacted or directed.

(h) The term "**Utility Easement Area**" shall mean that certain portion of Parcel A legally described on Exhibit C-1 attached hereto and made a part hereof and depicted on Exhibit C-2 attached hereto and made a part hereof.

(i) The term "**Knowlton Curb Cut**" shall mean the area within and around that certain curb cut depicted on Exhibit D attached hereto and made a part hereof.

(j) The term "**Parcels**" or "**Parcel**" shall respectively mean Parcel A and Parcel B collectively and individually.

(k) The term "**Chase**" shall mean JPMorgan Chase Bank, National Association, a national banking association and its successors and assigns.

2. Easements.

2.1 Pearl Road Access Easement. Owner of Parcel A hereby grants to the Owner of Parcel B and its Permittees, a non-exclusive perpetual easement for access, ingress and egress over and across all the Driveways located on Parcel A, to the extent necessary to provide access for motor vehicles and pedestrians to and from Pearl Road and Parcel B by way of Parcel A. For the avoidance of doubt, nothing in this Section 2.1 shall be interpreted to grant any parking rights. Notwithstanding the foregoing or anything otherwise set forth in this Section 2.1 to the contrary, the Owner of Parcel A may modify the improvements located under and upon Parcel A in any manner whatsoever, provided access for motor vehicles and pedestrians to and from Pearl Road and Parcel B by way of Parcel A is continuously maintained.

2.2 Knowlton Parkway Access Easement.

(a) Owner of Parcel B hereby grants to the Owner of Parcel A and its Permittees, a non-exclusive perpetual easement for access, ingress and egress over and across all the Driveways located on Parcel B, to the extent necessary to provide access for motor vehicles and pedestrians to and from Knowlton Parkway and Parcel A by way of Parcel B. For the avoidance of doubt, nothing in this Section 2.2(a) shall be interpreted to grant any parking rights. Notwithstanding the foregoing or anything otherwise set forth in this Section 2.2(a) to the contrary, the Owner of Parcel B may modify the improvements located under and upon Parcel B

in any manner whatsoever, provided access for motor vehicles and pedestrians to and from Knowlton Parkway and Parcel A by way of Parcel B is continuously maintained.

(b) Owner of Parcel A hereby grants to the Owner of Parcel B and its Permittees, a non-exclusive perpetual easement for access, ingress and egress over and across all the Driveways located on Parcel A, to the extent necessary to provide access for motor vehicles and pedestrians to and from Knowlton Parkway and Parcel B by way of Parcel A. For the avoidance of doubt, nothing in this Section 2.2(b) shall be interpreted to grant any parking rights. Notwithstanding the foregoing or anything otherwise set forth in this Section 2.2(b) to the contrary, the Owner of Parcel A may modify the improvements located under and upon Parcel A in any manner whatsoever, provided access for motor vehicles and pedestrians to and from Knowlton Parkway and Parcel B by way of Parcel A is continuously maintained.

2.3 Utilities. Owner of Parcel A hereby grants to the Owner of Parcel B, a non-exclusive perpetual easement under and across the Utility Easement Area for the installation, maintenance, repair and replacement of water mains, storm drains, sewers, water sprinkler system lines, telephone or electrical conduits or systems, cable, gas mains and other utility facilities (collectively, the "**Utilities**") necessary or desirable for the orderly development and operation of the building(s) from time to time located within Parcel B to the extent such maintenance and repair is not performed by the applicable utility provider; provided, however, that (i) the rights granted pursuant to such easements shall at all times be exercised in such a manner so as not to interfere materially with the normal operation of Parcel A and the businesses conducted therein, (ii) except in an emergency, the right of the Owner of Parcel B to enter upon the Utility Easement Area for the exercise of any right pursuant to such easements shall be conditioned upon providing reasonable prior advance written notice to the Owner of Parcel A as to the time and manner of entry, (iii) for as long as Chase is a Permittee of Parcel A, except in an emergency, the rights granted pursuant to such easements shall only be exercised during non-business hours of Chase and (iv) the rights granted pursuant to such easements shall not be exercised in a manner that would prohibit direct access to Knowlton Parkway from Parcel A. All such systems, structures, mains, sewers, conduits, lines and other public utilities shall be installed and maintained below the ground level or surface of Parcel A (except for such parts thereof that cannot and are not intended to be placed below the surface, such as transformers and control panels). Any installation of, and connection to, Utilities on the Parcel A shall be at the sole expense of the installing/connecting Owner. Any work performed by the Owner of Parcel B to connect, repair, relocate, alter, replace, maintain or install the Utilities shall be accomplished in a good and workmanlike manner using good-faith efforts reasonably calculated to minimize interference with the provision of such services to the Owner of Parcel A. Any installation, alteration, replacement or repair of Utilities within Utility Easement Area shall be undertaken in a manner reasonably calculated to minimize the impact upon traffic circulation and access of all users to the various business establishments in the Development.

2.4 Knowlton Curb Cut Easement. Owner of Parcel B hereby grants to the Owner of Parcel A and its Permittees, a non-exclusive perpetual easement under and across the portion of Parcel B necessary to perform the maintenance obligations of the Owner of Parcel A set forth in Section 3 below with respect to the Knowlton Curb Cut.

2.5 Indemnification. Each Owner having rights with respect to an easement granted hereunder shall indemnify and hold the other Owners harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, liens (including mechanics liens) or damage of or to any person or property arising from or in any manner relating to the use by the indemnifying Owner or its Permittees of any easement granted hereunder, except as may result from the negligence or intentional misconduct of the Owner whose Parcel is subject to the easement or its Permittees and except claims resulting from the joint or sole negligence or willful act or omission of the indemnified Owner, or its Permittee, in which case the indemnification shall be in proportion to the indemnifying Owner's allocable share of negligence or willful misconduct.

2.6 Liens. In the event any mechanic's lien is filed against the Parcel of one Owner as a result of services performed or materials furnished by or for the benefit of another Owner (the "**Contracting Owner**"), the Contracting Owner shall cause such lien to be discharged within forty five (45) days after receiving notice thereof either by paying the indebtedness which gave rise to such lien, or by posting bond or other security as shall be required by law to obtain such release and discharge. A Contracting Owner may contest such lien so long as it provides to the Owner whose Parcel is bonded over for the full amount of such lien.

3. Maintenance.

3.1 General. Except as otherwise set forth herein, each Owner shall maintain its Parcel, which maintenance shall include, without limitation, maintaining and keeping in good order and repair, all access roads, parking spaces, common delivery areas, driveways and aprons, aisles, curbing, sidewalks and walkways, landscaped areas, planters, lighting and identification signs and directional signs, removing all papers, debris and other refuse, snow and ice and periodically sweeping all parking and road areas to the extent necessary, all so as to maintain the same in a clean, safe and orderly condition, and in compliance with all applicable laws and ordinances.

3.2 Knowlton Curb Cut. The Owner of Parcel A, its successors and assigns (the "**Responsible Owner**"), at all times during the term hereof shall, at its expense (subject to reimbursement as set forth below), maintain and keep in good order and repair the Knowlton Curb Cut, which shall include, without limitation, removing all debris, snow, ice and other refuse located thereon, to the extent necessary to maintain the same in a clean, safe and orderly condition, and in compliance with all applicable laws and ordinances. No permanent or temporary structure shall be constructed or placed on the Knowlton Curb Cut without the express consent of all of the Owners.

3.3 Payment of Operating Costs. For purposes hereof, "**Operating Costs**" shall mean all costs of the maintenance and repair as shall be required in the Responsible Owner's or its designee's judgment to preserve the utility and condition of the Knowlton Curb Cut in substantially the same condition and status as they were in as of the time of the completion of the original construction and installation thereof, including, but not limited to (i) cleaning and

removal of rubbish, dirt, debris, snow and ice; (ii) striping, maintenance, repair and replacement of any paving or (iii) such other costs as the Responsible Owner may determine in its reasonable discretion are necessary or desirable for the proper maintenance of the Knowlton Curb Cut. The Owners shall pay their respective Proportionate Share (defined below) of the Operating Costs within thirty (30) days after receipt of an invoice therefore from Responsible Owner, which invoice shall be accompanied by supporting documentation. For purposes of sharing Operating Costs, the applicable Proportionate Share of each Parcel shall be as follows:

Parcel A.....50%
Parcel B.....50%

If there is more than one (1) Owner of a Parcel, the Proportionate Share attributable to such Parcel shall be further divided by a fraction, the numerator of which is the square footage of the land comprising said Owner's portion of said Parcel and the denominator of which is the square footage of all of the land comprising said Parcel.

4. Insurance. Throughout the term of this Declaration, each Owner shall procure and maintain commercial general liability and, and, if necessary, commercial umbrella liability insurance against claims for personal injury, death, or property damage occurring upon such Owner's Parcel, with per occurrence coverage of not less than Two Million Dollars (\$2,000,000.00) or such greater amount as may from time to time be reasonable and prudent under the circumstances, and naming each other Owner as additional insureds as their interest may appear. This insurance is to insure against potential liability for losses or damages that might occur on or to any Parcel, including, without limitation, the easement areas thereof. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by an Owner which may cover other property in addition to the property described in this Declaration. Such insurance shall provide that should the same be cancelled, the insurer will endeavor to mail 30 days prior written notice to the other Owners.

5. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of any Parcel. No easements, except those expressly set forth herein in Section 2, shall be implied by this Declaration.

6. Remedies and Enforcement.

6.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, after written notice and thirty (30) days to cure such breach, any other Owner or Owners shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

6.2 No Termination for Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this

Declaration. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

6.3 Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner (a "**Defaulting Owner**") to cure a breach of this Declaration within thirty (30) days following written notice thereof by a Non-Defaulting Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the Defaulting Owner commences such cure within such 30-day period, and thereafter diligently prosecutes such cure to completion) an Owner (a "**Non-Defaulting Owner**") shall have the right to perform such obligation contained in this Declaration on behalf of the Defaulting Owner and be reimbursed by such Defaulting Owner upon demand for the reasonable costs thereof together with interest at the prime rate of JPMorgan Chase Bank (its successors or assigns), plus two percent (2%) (not to exceed the maximum rate of interest allowed by law), and shall automatically be deemed to have a lien in such amount on the Defaulting Owner's property which is subject to the terms of this Declaration, which lien shall remain until such amount is paid in full or the Non-Defaulting Owner shall record a release thereof. A Non-Defaulting Owner having a lien on the property of a Defaulting Owner pursuant to the terms hereof shall have the right to take such action as necessary to perfect or foreclose upon such lien.

7. Term. The covenants, conditions and restrictions contained in this Declaration shall be effective commencing on the date of recordation of this Declaration and shall remain in full force and effect for a period of 100 years from and after said date of recordation, and the easements granted herein shall continue in perpetuity, unless this Declaration is modified, amended, canceled or terminated by the written consent of all then record Owners.

8. Miscellaneous.

8.1 Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

8.2 Amendment. The provisions of this Declaration may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners and, to the extent Chase is a Permittee of Parcel A, Chase, evidenced by a document that has been fully executed and acknowledged by all such record Owners and, to the extent Chase is a Permittee of Parcel A, Chase, and recorded thereafter. Notwithstanding the foregoing or anything otherwise set forth herein to the contrary, this Declaration and its terms cannot be rescinded, altered, modified, or changed in any manner without having first received the express written consent of the City.

8.3 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

8.4 No Agency. Nothing in this Declaration shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

8.5 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the Development benefitted thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

8.6 Entire Agreement. This Declaration contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

8.7 Governing Law. The laws of the State of Ohio shall govern the interpretation, validity, performance, and enforcement of this Declaration.

8.8 Consent. Any consent or approval required hereunder shall not be unreasonably withheld, conditioned or delayed, unless expressly stated otherwise.

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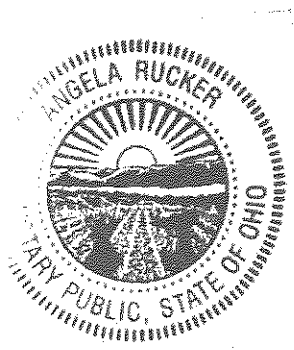
IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first written above.

WATTERSON INVESTMENT GROUP, LLC,
an Ohio limited liability company

By: [Signature]
Name: John Boll
Its: Member

STATE OF Ohio)
)
COUNTY OF Franklin)

The foregoing instrument was acknowledged before me this 5th day of June, 2017, by John Boll, Authorized Member of Watterson Investment Group, LLC, an Ohio limited liability company, on behalf of the company.



Angela Rucker
Notary Public for State of Ohio

My Commission expires: 11/16/21

EXHIBIT "A"

Legal Description

SITUATED IN THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, STATE OF OHIO, DESCRIBED AS FOLLOWS:

AND KNOWN AS BEING SUBLOT NO. 1 IN SUNRISE DEVELOPMENT CO.'S PEARL ROAD SUBDIVISION OF PART OF ORIGINAL STRONGSVILLE TOWNSHIP LOT. NO. 57, AS SHOWN BY THE RECORDED PLAT IN VOLUME 229 OF MAPS, PAGE 23 OF CUYAHOGA COUNTY RECORDS, AND BEING 120.32 FEET FRONT ON THE WESTERLY SIDE OF PEARL ROAD, 46.81 FEET ON THE CURVED TURNOUT BETWEEN PEARL ROAD AND BLOCK A AND EXTENDING BACK 600 FEET DEEP ON THE NORTHERLY LINE, 571.56 FEET DEEP ON THE CURVED SOUTHERLY LINE AND HAVING A REAR LINE OF 163.28 FEET, AS APPEARS BY SAID PLAT, BE THE SAME MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS.

LESS AND EXCEPT:

BEING A PARCEL OF LAND LYING ON THE LEFT SIDE OF THE CENTERLINE OF RIGHT OF WAY OF PEARL ROAD (U.S. 42) MADE BY THE CITY OF STRONGSVILLE, OHIO RECORDED IN INSTRUMENT NUMBER _____ OF THE RECORDS OF CUYAHOGA COUNTY RECORDER'S PLAT RECORDS AND BEING LOCATED WITHIN THE FOLLOWING DESCRIBED POINTS IN THE BOUNDARY THEREOF:

BEING A PART OF ORIGIN STRONGSVILLE TOWNSHIP LOT 51, THE CITY OF STRONGSVILLE, CUYAHOGA COUNTY, STATE OF OHIO AND MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING FOR REFERENCE AT AN IRON PIN IN MONUMENT BOX FOUND AT THE CENTERLINE OF RIGHT OF WAY OF DRAKE ROAD AT STATION 50+00.00, AND THE CENTERLINE OF RIGHT OF WAY OF PEARL ROAD (U.S. 42) AT STATION 100+00.00; THENCE, FOLLOWING THE CENTERLINE OF SAID PEARL ROAD (U.S. 42), NORTH 00 DEGREES 31 MINUTES 15 SECONDS WEST A DISTANCE OF 3619.27 FEET TO A POINT AT STATION 136+19.27 PEARL ROAD (U.S. 42) CENTERLINE OF RIGHT OF WAY; THENCE SOUTH 88 DEGREES 31 MINUTES 13 SECONDS WEST A DISTANCE OF 33.00 FEET TO POINT AT THE GRANTOR'S NORTHEASTERLY PROPERTY CORNER AT STATION 136+18.71, 33.00 FEET LEFT OF PEARL ROAD (U.S. 42) CENTERLINE OF RIGHT OF WAY, SAID CORNER REFERENCED BY AN IRON PIN FOUND SOUTH 88 DEGREES 31 MINUTES 13 SECONDS WEST A DISTANCE OF 0.27 FEET AND THE TRUE PLACE OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

1. THENCE, FOLLOWING THE GRANTOR'S EASTERLY PROPERTY LINE SOUTH 00 DEGREES 31 MINUTES 15 SECONDS EAST A DISTANCE OF 121.07 FEET TO A POINT OF CURVATURE AT STATION 134+97.65, 33.00 FEET TEN OF PEARL ROAD (U.S. 42) CENTERLINE OF RIGHT OF WAY;

2. THENCE, FOLLOWING THE GRANTOR'S EASTERLY PROPERTY LINE ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 27.82 FEET, A CHORD BEARING SOUTH 26 DEGREES 02 MINUTES 40 SECONDS WEST, A CHORD LENGTH OF 26.83 FEET AND A DELTA OF 53 DEGREES 07 MINUTES 48 SECONDS TO AN IRON PIN SET AT STATION 134.73.65, 45.00 FEET LEFT OF PEARL ROAD (U.S. 42) CENTERLINE OF RIGHT OF WAY;

3. THENCE, NORTH 00 DEGREES 31 MINUTES 15 SECONDS WEST A DISTANCE OF 144.86 FEET TO AN IRON PIN SET ON THE GRANTOR'S NORTHERLY PROPERTY LINE AT STATION 136+18.51, 45.00 FEET LEFT OF PEARL ROAD (U.S. 42) CENTERLINE OF RIGHT OF WAY;

4. THENCE, FOLLOWING THE GRANTOR'S NORTHERLY PROPERTY LINE NORTH 88 DEGREES 31 MINUTES 13 SECONDS EAST A DISTANCE OF 12.00 FEET TO THE TRUE PLACE OF BEGINNING AND CONTAINING 0.038 ACRES AND SUBJECT TO ALL LEGAL HIGHWAYS.

AUDITOR'S NUMBER 393-31-008
GROSS TAKE = 0.038 ACRE
PRESENT ROAD OCCUPIES = 0.000 ACRE
NET TAKE = 0.038 ACRE

THE ABOVE DESCRIBED TRACT IS A PORTION OF AUDITOR'S PARCEL NO. 393-31-008 CARRIED ON THE TAX MAPS AS 1.492 ACRES (2.059 ACRES CALCULATED)

EXHIBIT "B"

Plat

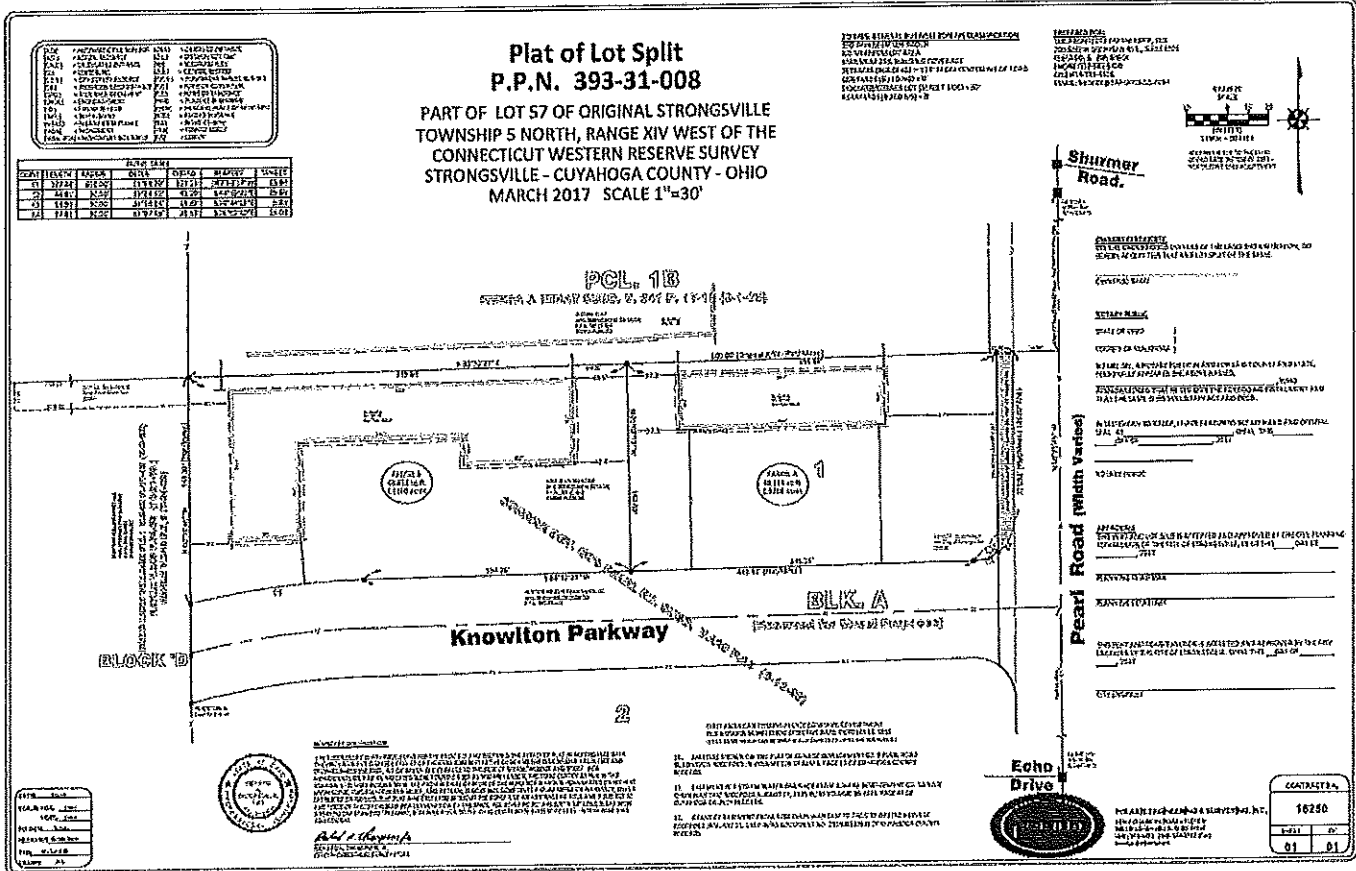


EXHIBIT "C-1"

Utility Easement Area Legal Description

Situated in the City of Strongsville, County of Cuyahoga and the State of Ohio;

Beginning at the intersection of Echo Drive & Pearl Road (width varies);

Thence North 00°31'45" West, along the centerline of said Pearl Road, 1,381.43 feet to a point;

Thence South 89°28'15" West, 45.00 feet to the westerly sideline of said Pearl Road and being the Principal Place of Beginning;

- Course 1** Thence South 86°58'45" West, 192.41 feet to a point;
- Course 2** Thence South 89°36'02" West, 74.72 feet to a point;
- Course 3** Thence North 01°07'33" West, 15.00 feet to a point;
- Course 4** Thence North 89°36'02" East, 74.56 feet to a point;
- Course 5** Thence North 86°56'45" East, 192.73 feet to the westerly line of said Pearl Road;
- Course 6** Thence South 00°31'45" East along the westerly line of said Pearl Road, 15.01 feet to the Principal Place of Beginning as calculated and described in April, 2017 by Richard A. Thompson, Jr., P.S. #7388 of Polaris Engineering and Surveying, subject to all legal highways and easements of record.

AND

Situated in the City of Strongsville, County of Cuyahoga and the State of Ohio;

Beginning at the intersection of Echo Drive & Pearl Road (width varies);

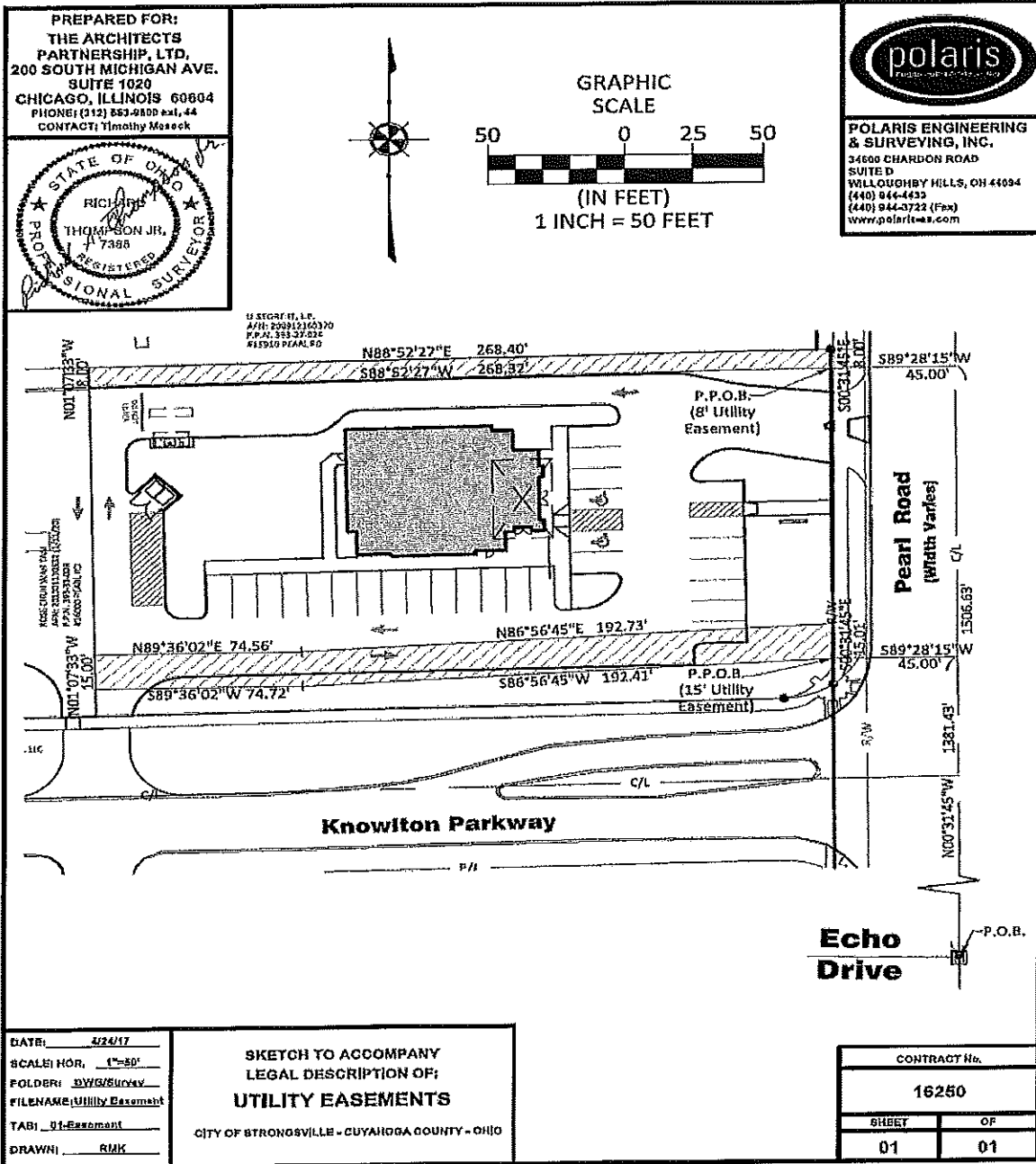
Thence North 00°31'45" West, along the centerline of said Pearl Road, 1,506.83 feet to a point;

Thence South 89°28'15" West, 45.00 feet to the westerly sideline of said Pearl Road and being the Principal Place of Beginning;

- Course 1** Thence South 88°52'27" West, 268.32 feet to a point;
- Course 2** Thence North 01°07'33" West, 8.00 feet to the southerly line of land conveyed to U-Store-It, L.P. by deed recorded as AFN: 200912160370 of Cuyahoga County Records (PPN: 393-27-024);
- Course 3** Thence North 88°52'27" East along the southerly line of said U-Store-It, L.P., 268.40 feet to the westerly line of said Pearl Road;
- Course 4** Thence South 01°31'45" East along the westerly line of said Pearl Road, 8.00 feet to the Principal Place of Beginning Beginning as calculated and described in April, 2017 by Richard A. Thompson, Jr., P.S. #7388 of Polaris Engineering and Surveying, subject to all legal highways and easements of record.

EXHIBIT "C-2"

Utility Easement Area Depiction



DATE: 4/24/17
 SCALE: HOR. 1"=50'
 FOLDER: DWG/Survey
 FILENAME: Utility Easement
 TAB: 01-Easement
 DRAWN: RMK

SKETCH TO ACCOMPANY
 LEGAL DESCRIPTION OF:
UTILITY EASEMENTS
 CITY OF STRONGSVILLE - CUYAHOGA COUNTY - OHIO

CONTRACT No.	
16250	
SHEET	OF
01	01

EXHIBIT "D"

Knowlton Curb Cut

