

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 - 058

By: Mr. Maloney

**AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT AN ASSIGNMENT OF EASEMENTS FROM EDGEBROOK, LLC FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING, OPERATING AND REPAIRING A SANITARY SEWER SYSTEM AND APPURTENANCES IN CONNECTION WITH EDGEBROOK SUBDIVISION.**

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

**Section 1.** That the Council hereby authorizes the Mayor to accept an Assignment of Easements from Edgebrook, LLC with regard to two easements for the purposes of installing and maintaining sanitary sewer lines, and connections and appurtenances for a sanitary sewer system in connection with Edgebrook Subdivision, as more fully set forth in Exhibit 1, attached hereto and made a part hereof by reference.

**Section 2.** That the Clerk of Council is hereby directed to cause the aforesaid Assignment of Easements to be recorded in the office of the Cuyahoga County Fiscal Office after its execution and receipt of whatever partial mortgage releases and/or lien releases are necessary in the opinion of the Law Director to ensure free and clear title over the easement areas.

**Section 3.** 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 this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 4.** That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

  
President of Council

Approved:   
Mayor

Date Passed: April 7, 2014

Date Approved: April 18, 2014

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2014 - 058  
Page 2

	<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>
Maloney	<u>✓</u>	<u>      </u>
Schonhut	<u>✓</u>	<u>      </u>
Southworth	<u>✓</u>	<u>      </u>

Attest: Jim Pientka  
Clerk of Council

ORD. No. 2014-058 Amended:         
1st Rdg. 04-07-14 Ref:         
2nd Rdg. Suspended Ref:         
3rd Rdg. Suspended Ref:       

Pub Hrg.        Ref:         
Adopted: 04-07-14 Defeated:

### ASSIGNMENT OF EASEMENTS

This Assignment of Easements is made at Strongsville, Ohio, by and between Edgebrook, LLC, an Ohio limited liability company, which with its successors and assigns is herein called "Assignor" and the City of Strongsville, an Ohio municipal corporation and political subdivision, which with its successors and assigns is herein called "Assignee."

WHEREAS, Assignor is the grantee of the following easements for sanitary sewer system purposes:

1. Easement from Empco Partners, LLC to Edgebrook, LLC, recorded in the Official Records of Cuyahoga County, Ohio at Instrument No. 201212190390 and encumbering portions of Permanent Parcel No. 392 23 021, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and
2. Easement from Spazzeo Enterprises, LLC, recorded in the Official Records of Cuyahoga County, Ohio at Instrument No. 201212190389 and encumbering portions of Permanent Parcel No. 392 25 004, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference.

WHEREAS, the foregoing easements are herein called the "Easements."

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, for itself and its successors and assigns, effective on the date hereof, assigns, conveys and grants to Assignee and its successors and assigns, all of Assignor's right, title and interest in and to the Easements. Assignor covenants with Assignee that it is well seized of the Easements and has the right to assign, convey and grant the Easements to Assignee in the manner and form herein provided.

IN WITNESS WHEREOF, this instrument is executed this 1 day of April 2014.

**Edgebrook, LLC**

By: Dan Bailey

Name: Dan Bailey

Title: Sole Member

STATE OF OHIO                    )  
                                          ) ss:  
COUNTY OF CUYAHOGA )

BEFORE ME, a Notary Public in and for said County and State, personal appeared the above named, Edgebrook, LLC, by Dan Bailey, its Sole Member, who acknowledged that he did sign the foregoing instrument and that the same is his free and voluntary act and deed both individually and on behalf of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at  
North Royalton, Ohio, this 1<sup>st</sup> day of April, 2014

Shauna Jones  
Notary Public

SHAUNA JONES  
Notary Public, State of Ohio  
My Commission Expires May 10, 2016

*[Easement Acceptance Page Follows]*

**ACCEPTANCE**

The City of Strongsville, Ohio, a municipal corporation, by and through its Mayor, Thomas P. Perciak, hereby accepts the Assignment of the Easements as set forth hereinabove.

**City of Strongsville**

By:

Name: Thomas P. Perciak

Title: Mayor

STATE OF OHIO                    )  
                                          ) ss:  
COUNTY OF CUYAHOGA )

BEFORE ME, a Notary Public in and for said County and State, personal appeared the above named, City of Strongsville, Ohio, by and through its Mayor, Thomas P. Perciak, who acknowledged that he did sign the foregoing instrument and that the same is his free and voluntary act and deed both individually and on behalf of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at  
                                  , Ohio, this        day of                                    , 2014

Notary Public

This Instrument Prepared By:  
Michael R. Donaldson  
Attorney at Law  
4330 Boston Road  
Brecksville, OH 44141

EXHIBIT A TO ASSIGNMENT OF EASEMENTSEASEMENT AGREEMENT

CUYAHOGA COUNTY  
 OFFICE OF FISCAL OFFICER - 9  
 DEEA 12/19/2012 3:34:35 PM  
**201212190390**

This **EASEMENT AGREEMENT** ("Agreement") is made on this 14 day of DECEMBER, 2012, by and between **Empco Partners, LLC**, an Ohio limited liability company ("Grantor") and **Edgebrook, LLC**, an Ohio limited liability company ("Grantee") ("Grantor and Grantee, sometimes referred to individually herein as "Party").

## RECITALS:

**WHEREAS**, Grantor is the fee simple owner of real property located in the City of Strongsville, Ohio (the "City"), assigned Cuyahoga County Permanent Parcel No. 392-23-021, a legal description of which is attached hereto as Exhibit 1 ("Grantor's Property"); and

**WHEREAS**, Grantee is the fee simple owner of real property located in the City, assigned Cuyahoga County Permanent Parcel Nos. 392-24-002 and 392-24-006, legal descriptions of which is attached hereto as Exhibit 2 ("Grantee's Property") (Grantor's Property, collectively the "Properties"), which real property is adjacent to Grantor's Property; and

**WHEREAS**, Grantor desires to grant Grantee a perpetual easement over a portion of Grantor's Property as specified herein for the purpose of installing and maintaining a sanitary sewer line and connections and appurtenances thereto as may be necessary to service Grantee's Property (the "Sanitary Sewer System") and an easement over Grantor's property as specified herein for installation of the Sanitary Sewer System, which Sanitary Sewer System Grantee intends will be part of a public sanitary sewer system:

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto, for themselves and their successors and assigns, hereby agree as follows:

1. For the benefit of Grantee and its successors and assigns, Grantor hereby grants and conveys an exclusive perpetual easement across, over and under that portion of Grantor's Property described in Exhibit 3 and depicted in Exhibit D hereto for the purpose of installing and maintaining the Sanitary Sewer System, to be constructed at Grantee's cost and expense in accordance with the City's ordinances, rules and regulations for such systems in force at the time of the City's approval of plans for construction thereof, and an easement over Grantor's Property for the installation of the Sanitary Sewer System. Subject to the City's approval of plans for construction thereof, the Sanitary Sewer System shall include a twenty (20) foot long lateral from the sanitary sewer line into Grantor's Property at such location designed by Grantor.

2. During construction of the Sanitary Sewer System, Grantee shall maintain, at Grantee's cost and expense, insurance coverage for damage to or destruction of tangible property, including resulting loss of use thereof (other than the Sanitary Sewer System itself), whether resulting from Grantee's operations or by operations of any of its contractors, subcontractors, materialmen or by any individual or entities for whose acts Grantee may be liable. Such insurance shall be written for not less than the following limits of liability:

Commercial General Liability Insurance

Each occurrence limit	\$1,000,000
General aggregate	\$2,000,000

The insurance policy required hereunder shall name Grantor as an additional insured and shall contain a provision that coverage will not be cancelled or not renewed until at least thirty (30) days' prior written notice has been given to Grantor. Certificates of insurance showing the required coverage to be in force shall be submitted to Grantor prior to commencement of the construction of the Sanitary Sewer System. Grantor and Grantee waive all rights against each other and any of their subcontractors, agents and employees for damages to the extent the same are covered by insurance. Grantee's insurance policy shall contain a waiver of subrogation in favor of Grantor.

3. Upon completion of construction of the Sanitary Sewer System, Grantee shall restore the site affected by construction to its original topography repair any damage to paved areas disturbed during construction and installation of the Sanitary Sewer System and seed all other areas disturbed during construction and installation of the Sanitary Sewer System.

4. At any time and from time to time, Grantee may assign all or any portion of its interest in the Easements, or either of them, to one or more individuals, entities or the City. Effective on the date of any such assignment, the obligations and duties of Grantee hereunder will terminate, except with respect to acts or omissions arising prior thereto.

5. Grantee shall not permit any mechanics' liens to be filed against Grantor's Property in connection with the construction of the Sanitary Sewer System. In the event that any such mechanics' liens shall be filed of record, Grantee shall cause such lien to be removed of record by payment, bonding, or other lawful procedure within 45 days after receipt of written notice of such mechanics' lien from Grantor.

6. Grantor hereby reserves the right to make such use of Grantor's Property as is not expressly prohibited by or inconsistent with the terms of the easements contained herein and reserves the right, to the extent permitted by the City, to use the surface of the area under which the Sanitary Sewer System is installed so long as, and to the extent that, such use does not interfere with the installation, operation or maintenance of the Sanitary Sewer System.

7. Grantee indemnifies Grantor holds Grantor harmless from any and all damage, injury or loss to any person or property caused by, related to or resulting from the use of the Easements. Grantee will pay, on behalf of Grantor, any tap-in, inspection or capital improvement fees assessed against Grantor or Grantor's Property in connection with the Sanitary Sewer System and/or any tap-ins that benefit Grantor or Grantor's Property.

8. Grantor covenants that it is well seized of its interest in Grantor's Property as good and indefeasible estate in fee simple and has the right to grant and convey the Temporary Easement in the manner and form above written. Grantor further covenants that it will warrant and defend the Easements contained herein against all lawful claims and demands whatsoever for the purposes described herein.

9. Each person signing this Agreement in a representative capacity represents that he or she has all requisite authority to execute this Agreement in such capacity and has been duly authorized to do so.

10. All references to either Party in this instrument shall include that Party and that Party's successors and assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**




IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 14 day  
of DECEMBER, 2012.

**EMPOCO PARTNERS, LLC,**  
an Ohio Limited Liability company

By: 

Its: MANAGER

**EDGEBROOK, LLC,**  
an Ohio Limited Liability company

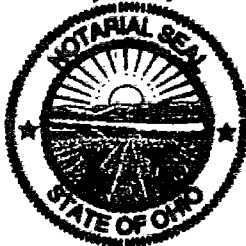
By:   
Dan Bailey, Managing Member

**ACKNOWLEDGEMENT**

STATE OF OHIO                    )  
                                          ) SS  
COUNTY OF CUYAHOGA        )

**BE IT REMEMBERED**, that on this 14<sup>th</sup> day of December, 2012, before me, the subscriber, a Notary Public in and for said County and State, personally came **EMPCO PARTNERS, LLC**, an Ohio Limited Liability company, by Edward Imbrogno, its Manager, which executed the foregoing instrument, who acknowledge that he/she did sign and instrument on behalf of said limited liability company and that said instrument was signed as his/her free act and deed individually, and the free act and deed of said limited liability company.

**IN TESTIMONY WHEREOF**, I have hereunto subscribed my name and affixed my notarial seal on the day and year first above written.



Linda Cantu  
Notary Public, State of Ohio  
My commission expires 8/15/2016

Linda Cantu  
Notary Public


STATE OF OHIO                    )  
                                          ) SS  
COUNTY OF CUYAHOGA        )

**BE IT REMEMBERED**, that on this 18<sup>th</sup> day of December, 2012, before me, the subscriber, a Notary Public in and for said County and State, personally came **EDGEBROOK, LLC**, an Ohio Limited Liability company, by Dan Bailey, its Managing Member, which executed the foregoing instrument, who acknowledged that he did sign said instrument on behalf of said limited liability company and that said instrument was signed as his free act and deed individually, and the free act and deed of said limited liability company.

**IN TESTIMONY WHEREOF**, I have hereunto subscribed my name and affixed my notarial seal on the day and year first above written.

This instrument prepared by:

Jordan Berns, Esq.  
BERNS, OCKNER & GREENBERGER, LLC  
Jordan Berns, 3733 Park East Drive, Suite 200  
Beachwood, Ohio 44122

Linda Cantu  
Notary Public  
  
Linda Cantu  
Notary Public, State of Ohio  
My commission expires 8/15/2016

**EXHIBIT 1**

**GRANTOR'S PROPERTY**

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being Parcel A in the Lot Split and Adjoinment Map for Cintas Corporation and **National Engineering and Contracting Co. of part of Original Strongsville Township** Lot No. 74 as shown by the recorded plat in Volume 275 of Maps, Page 33 of Cuyahoga County Records and being 250.00 feet front on the Easterly side of Alameda Drive and extending back 581.23 feet deep on the Northerly line, 508.77 feet deep on the Southerly line and having a broken rear line of 267.19 feet as appears by said plat.

## **EXHIBIT 2**

### **GRANTEE'S PROPERTY**

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio: And known as being Parcel A in The map of lot split for the Mueller Art Cover and Binding Company being part of Original Strongsville Township lot Nos. 66 and 67, as shown by the recorded plat in Volume 290 of Maps, Page 21 of Cuyahoga County Records, as appears by said plat, be the same more or less, but subject to all legal highways.

Parcel Number: 392-24-002

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio: And known as being Parcel B in The map of lot split for the Mueller Art Cover and Binding Company being part of Original Strongsville Township lot Nos. 66 and 67, as shown by the recorded plat in Volume 290 of Maps, Page 21 of Cuyahoga County Records, as appears by said plat, be the same more or less, but subject to all legal highways.

Parcel Number: 392-24-006

### EXHIBIT 3

#### Legal Description of Easement Area

### **THE HENRY G. REITZ ENGINEERING COMPANY**

*Civil Engineers & Surveyors*

Stuart W. Sayler, P.E., P.S., Pres.  
James T. Sayler, P.E., P.S., Vice Pres.  
Linda S. Rerko, Sec. & Treas.

4214 Rocky River Drive  
Cleveland, Ohio 44135

TELEPHONE: 216-251-3033  
FACSIMILE: 216-251-5149  
EMAIL: [reitz@reitzeng.com](mailto:reitz@reitzeng.com)

December 10<sup>th</sup>, 2012

#### Description of Easement on Empco Partners, LLC Property

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio, and known as being part of Original Strongsville Township Lot No. 67 and bounded and described as follows:

Beginning at the Northeasterly corner of a parcel of land conveyed to Empco Partners, LLC, by deed recorded in APN 200012150592 of Cuyahoga County Records;

Thence S. 02d 42' 11" W., along the Easterly line of land so conveyed to Empco Partners, LLC, a distance of 109.34 feet to a Southeasterly corner thereof;

Thence S. 29d 13' 43" W., along a Southeasterly line of land so conveyed to Empco Partners, LLC, a distance of 157.19 feet to a Southeasterly corner thereof;

Thence N. 87d 45' 40" W., along a Southerly line of land so conveyed to Empco Partners, LLC, a distance of 39.80 feet;

Thence N. 02d 42' 11" E., a distance of 249.42 feet to the Northerly line of land so conveyed to Empco Partners, LLC;

Thence N. 87d 45' 40" E., along the Northerly line of land so conveyed to Empco Partners, LLC, a distance of 110.00 feet to the place of beginning, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on an assumed meridian and are used to denote angles only.

# MAP OF SANITARY SEWER EASEMENTS

SCALE: 1" = 30'

DECEMBER 2012

**N**  
SCALE: 1" = 30' horizontal

## Exhibit D Drawing

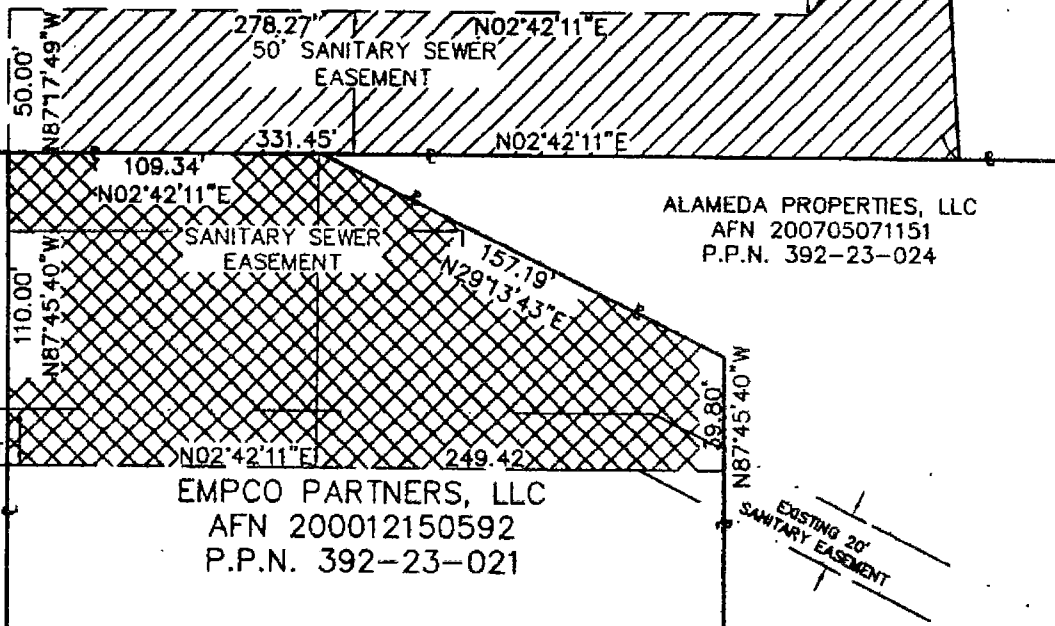
SPAZZEO ENTERPRISES, LLC  
AFN 200403090669  
P.P.N. 392-25-004

ALAMEDA PROPERTIES, LLC  
AFN 200705071151  
P.P.N. 392-24-004

L:\dwg\Sanitary Sewer\Sanitary Sewer Easements.dwg, 11/30

MUELLER ART COVER  
& BINDING CO.  
AFN 200710110887  
P.P.N. 392-23-023

EXISTING 20'  
SANITARY EASEMENT



ALAMEDA PROPERTIES, LLC  
AFN 200705071151  
P.P.N. 392-23-024

EMPCO PARTNERS, LLC  
AFN 200012150592  
P.P.N. 392-23-021

EXHIBIT B TO ASSIGNMENT OF EASEMENTS

CUYAHOGA COUNTY

OFFICE OF FISCAL OFFICER - 8

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**201212190389**

EASEMENT AGREEMENT

This **EASEMENT AGREEMENT** ("Agreement") is made on this 14th day of December, 2012, by and between **Spazzeo Enterprises, LLC**, an Ohio limited liability company ("Grantor") and **Edgebrook, LLC**, an Ohio limited liability company ("Grantee") ("Grantor and Grantee, sometimes referred to individually herein as "Party").

**RECITALS:**

**WHEREAS**, Grantor is the fee simple owner of real property located in the City of Strongsville, Ohio (the "City"), assigned Cuyahoga County Permanent Parcel No. 392-25-004, a legal description of which is attached hereto as Exhibit 1 ("Grantor's Property"); and

**WHEREAS**, Grantee is the fee simple owner of real property located in the City, assigned Cuyahoga County Permanent Parcel Nos. 392-24-002 and 392-24-006, legal descriptions of which is attached hereto as Exhibit 2 ("Grantee's Property") (Grantor's Property, collectively the "Properties"), which real property is adjacent to Grantor's Property; and

**WHEREAS**, Grantor desires to grant Grantee a perpetual easement over a portion of Grantor's Property as specified herein for the purpose of installing and maintaining a sanitary sewer line and connections and appurtenances thereto as may be necessary to service Grantee's Property (the "Sanitary Sewer System") and an easement over Grantor's property as specified herein for installation of the Sanitary Sewer System, which Sanitary Sewer System Grantee intends will be part of a public sanitary sewer system:

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto, for themselves and their successors and assigns, hereby agree as follows:

1. For the benefit of Grantee and its successors and assigns, Grantor hereby grants and conveys an exclusive perpetual easement across, over and under that portion of Grantor's Property described in Exhibit 3 and depicted in Exhibit D hereto for the purpose of installing and maintaining the Sanitary Sewer System, to be constructed at Grantee's cost and expense in accordance with the City's ordinances, rules and regulations for such systems in force at the time of the City's approval of plans for construction thereof, and an easement over Grantor's Property for the installation of the Sanitary Sewer System. Subject to the City's approval of plans for construction thereof, the Sanitary Sewer System shall include a twenty (20) foot long lateral from the sanitary sewer line into Grantor's Property at such location designed by Grantor.

2. Upon completion of construction of the Sanitary Sewer System, Grantee shall restore the site affected by construction to its original topography and seed any areas disturbed during construction and installation of the Sanitary Sewer System.

3. At any time from time to time, Grantee may assign all or any portion of its interest in the Easements, or either of them, to one or more individuals, entities or the City. Effective on the date of any such assignment, the obligations and duties of Grantee hereunder will terminate, except with respect to acts or omissions arising prior thereto.

4. Grantee shall not permit any mechanics' lien to be filed against Grantor's Property in connection with the construction of the Sanitary Sewer System. In the event that any such mechanics' liens shall be filed of record, Grantee shall cause such lien to be removed of record by payment, bonding, or other lawful procedure within 45 days after receipt of written notice of such mechanics' lien from Grantor.

5. Grantor hereby reserves the right to make such use of Grantor's Property as is not expressly prohibited by or inconsistent with the terms of the easement contained herein.

6. Grantee indemnifies Grantor holds Grantor harmless from any and all damage, injury, or loss to any person or property caused by, related to or resulting from the use of the Easements.

7. Grantor covenants that it is well seized of its interest in Grantor's Property as good and indefeasible estate in fee simple and has the right to grant and convey the Temporary Easement in the manner and form above written. Grantor further covenants that it will warrant and defend the Easement contained herein against all lawful claims and demands whatsoever for the purposes described herein.

8. Each person signing this agreement in a representative capacity represents that he or she has all the requisite authority to execute this Agreement in such capacity and has been duly authorized to do so.

9. All references to either Party in this instrument shall include that Party and that Party's successors and assigns.

10. In the final plan approved by City of Strongsville no rear lot line of any subplot shall be located any closer than, 100', One hundred feet to the Grantor's property or to the Atlantic Tool and Die property.



IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 14<sup>th</sup>  
day of December, 2012.

**SPAZZEO ENTERPRISES, LLC,**  
an Ohio Limited Liability company

By: 

Its: 

**EDGEBROOK, LLC,**  
an Ohio Limited Liability company

By: 

Dan Bailey, Managing Member

**ACKNOWLEDGEMENT**

STATE OF OHIO                     )  
                                                  ) SS  
COUNTY OF CUYAHOGA    )

**BE IT REMEMBERED**, that on this 14<sup>th</sup> day of December, 2012, before me, the subscriber, a Notary Public in and for said County and State, personally came **SPAZZEO ENTERPRISES, LLC**, an Ohio Limited Liability company, by David Spatz, its CEO, which executed the foregoing instrument, who acknowledge that he/she did sign and instrument on behalf of said limited liability company and that said instrument was signed as his/her free act and deed individually, and the free act and deed of said limited liability company.

**IN TESTIMONY WHEREOF**, I have hereunto subscribed my name and affixed my notarial seal on the day and year first above written.

**MICHAEL MASLAR**, Notary Public  
In and for the State of Ohio  
My Commission Expires Nov. 13, 2016

Michael Maslar  
Notary Public

STATE OF OHIO                     )  
                                                  ) SS  
COUNTY OF CUYAHOGA    )

**BE IT REMEMBERED**, that on this 14<sup>th</sup> day of Dec, 2012, before me, the subscriber, a Notary Public in and for said County and State, personally came **EDGEBROOK, LLC**, an Ohio Limited Liability company, by Dan Bailey, its Managing Member, which executed the foregoing instrument, who acknowledged that he did sign said instrument on behalf of said limited liability company and that said instrument was signed as his free act and deed individually, and the free act and deed of said limited liability company.

**IN TESTIMONY WHEREOF**, I have hereunto subscribed my name and affixed my notarial seal on the day and year first above written.

**MICHAEL MASLAR**, Notary Public  
In and for the State of Ohio  
My Commission Expires Nov. 13, 2016

Michael Maslar  
Notary Public

This instrument prepared by:

Jordan Berns, Esq.  
BERNS, OCKNER & GREENBERGER, LLC  
Jordan Berns, 3733 Park East Drive, Suite 200  
Beachwood, Ohio 44122

## **EXHIBIT 1**

### **GRANTOR'S PROPERTY**

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio, to wit: Part of Original Strongsville Township Lot No. 67, bounded and described as follows: Beginning on the centerline of Pearl Road as originally established at its intersection with the centerline of Progress Drive (60 feet wide), as shown by the plat recorded in Volume 193 of Maps, Page 8 of Cuyahoga County Records; Thence South  $89^{\circ} 17' 13''$  West along said centerline of Progress Drive, 2,362.95 feet to a point of curvature therein; Thence continuing along the said centerline of Progress Drive on the arc of a curve deflecting to the left 426.06 feet having a radius of 1,738.86 feet, the chord of which bears South  $82^{\circ} 16' 03''$  West 425.00 feet to a point of inflection; Thence continuing along the centerline of said Progress Drive on the arc of a curve deflecting to the right 426.06 feet, having a radius of 1,738.86 feet, the chord of which bears south  $82^{\circ} 16' 03''$  West 425.00 feet to a point of tangency; Thence continuing South  $89^{\circ} 17' 13''$  West along the centerline of said Progress Drive 26.17 feet to a point in the most westerly line of land conveyed to Strongsville Industrial Park, Inc. by deed recorded in Volume 11182, Page 605 of Cuyahoga County Deed Records; Thence South  $02^{\circ} 13' 58''$  West along the said westerly line of land so conveyed to Strongsville Industrial Park, Inc., 30.04 feet to a point in the southerly line of said Progress Drive and principal place of beginning;

Thence North  $89^{\circ} 17' 13''$  East along the said southerly line of Progress Drive 27.71 feet to a point of curvature therein;

Thence continuing easterly along the said southerly line of Progress Drive on the arc of a curve deflecting to the left 433.41 feet, having a radius of 1,768.86 feet, the chord of which bears North  $82^{\circ} 16' 03''$  East 432.33 feet to a point of inflection therein;

Thence South  $02^{\circ} 13' 58''$  West 1,007.70 feet to a point in the most southerly line of land conveyed to Strongsville Industrial Park, Inc. as aforesaid;

Thence South  $89^{\circ} 28' 43''$  West along the said southerly line of land conveyed to Strongsville Industrial Park, Inc., as aforesaid 454.00 feet to the most southwesterly corner thereof;

Thence North  $02^{\circ} 13' 58''$  East along the most westerly line of land conveyed to Strongsville Industrial Park, Inc. as aforesaid 953.28 feet to the southerly line of Progress Drive and the principal place of beginning, and containing 10.1025 acres of land, be the same more or less, but subject to all legal highways.

Permanent Parcel No. 392-25-004

**EXHIBIT 2**

**GRANTEE'S PROPERTY**

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio: And known as being Parcel A in The map of lot split for the Mueller Art Cover and Binding Company being part of Original Strongsville Township lot Nos. 66 and 67, as shown by the recorded plat in Volume 290 of Maps, Page 21 of Cuyahoga County Records, as appears by said plat, be the same more or less, but subject to all legal highways.

Parcel Number: 392-24-002

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio: And known as being Parcel B in The map of lot split for the Mueller Art Cover and Binding Company being part of Original Strongsville Township lot Nos. 66 and 67, as shown by the recorded plat in Volume 290 of Maps, Page 21 of Cuyahoga County Records, as appears by said plat, be the same more or less, but subject to all legal highways.

Parcel Number: 392-24-006

**EXHIBIT 3**

**Legal Description of Easement Area**

**THE HENRY G. REITZ ENGINEERING COMPANY**

Stuart W. Saylor, P.E., P.S., Pres.  
James T. Saylor, P.E., P.S., Vice Pres.  
Linda S. Rerko, Sec. & Treas.

*Civil Engineers & Surveyors*  
4214 Rocky River Drive  
Cleveland, Ohio 44135

TELEPHONE: 216-251-3033  
FACSIMILE: 216-251-5149  
EMAIL: [reitz@reitzeng.com](mailto:reitz@reitzeng.com)

December 10<sup>th</sup>, 2012

**Description of Easement on Spazzeo Enterprises, LLC Property**

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio, and known as being part of Original Strongsville Township Lot No. 67 and bounded and described as follows:

Beginning at the Southwesterly corner of a parcel of land conveyed to Spazzeo Enterprises, LLC, by deed recorded in AFN 200403090669 of Cuyahoga County Records;

Thence N. 02d 42' 11" E., along the Westerly line of land so conveyed to Spazzeo Enterprises, LLC, a distance of 331.45 feet;

Thence S. 87d 17' 49" E., a distance of 50.00 feet;

Thence S. 02d 42' 11" W., a distance of 278.27 feet;

Thence N. 89d 10' 18" E., a distance of 247.00 feet;

Thence N. 89d 10' 30" E., a distance of 142.61 feet to the Easterly line of land conveyed to Spazzeo Enterprises, LLC, as aforesaid;


Thence S. 03d 56' 38" W. along the Easterly line of land so conveyed to Spazzeo Enterprises, LLC, a distance of 50.17 feet to the Southeasterly corner thereof;

Thence S. 89d 10' 30" W., along the Southerly line of land so conveyed to Spazzeo Enterprises, LLC, a distance of 138.44 feet to an angle point therein;

Thence S. 89d 10' 18" W., along the Southerly line of land so conveyed to Spazzeo Enterprises, LLC, a distance of 300.18 feet to the place of beginning, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on an assumed meridian and are used to denote angles only.

## DECEMBER 2012

**Z**   
SCALE: 1" = 30' horizontal

SPAZZEO ENTERPRISES, LLC  
AFN 200403090669  
P.P.N. 392-25-004

ALAMEDA PROPERTIES, LLC  
AFN 200705071151  
P.P.N. 392-24-004

ALAMEDA PROPERTIES, LLC  
AFN 200705071151  
P.P.N. 392-23-024

MUELLER ART COVER  
& BINDING CO.  
AFN 20Q710110887  
P.P.N. 392-23-023

EMPCO PARTNERS, LLC  
AFN 200012150592  
P.P.N. 392-23-021

EXISTING 20'  
SANITARY EASEMENT

L-106985 Substation (Site) and its location on the map is indicated by the letter 'A'.

### **MORTGAGEE'S PARTIAL RELEASE AND CONSENT**

THIS INDENTURE made the 1st day of April, 2014, by **TRISTATE CAPITAL BANK**, a Pennsylvania state chartered bank having an office at One Oxford Centre, 301 Grant Street, Suite 2700, Pittsburgh, Pennsylvania 15219 ("Mortgagee"), for the benefit of **SPAZZEO ENTERPRISES, LLC**, an Ohio Limited Liability Company, owner of property located on PPN 392-25-004, in the City of Strongsville, Ohio ("Mortgagor"), and the **CITY OF STRONGSVILLE**, an Ohio municipal corporation ("Grantee by Assignment"), through assignment by original Grantee, **EDGEBROOK, LLC**, an Ohio Limited Liability Company.

WHEREAS, Mortgagor by indenture or mortgage filed for record on March 29, 2013, and recorded as Document No. 201303290912 of Cuyahoga County records, for the consideration therein mentioned and to secure the payment of the money therein specified, did mortgage certain lands and tenements of which the lands hereinafter described are part, to Mortgagee; and

WHEREAS, Mortgagor having been desirous of consenting to certain work to be performed in connection with sanitary sewer improvements, and, in furtherance of such work, Mortgagor conveyed an easement to Edgebrook, LLC, as original Grantee, now by assignment to the City as Grantee by Assignment, under, over, and throughout land more fully described in Exhibit "A", attached hereto and incorporated herein by reference (the "Easement Property"); and

WHEREAS, the Mortgagee, at the request of Mortgagor, has agreed to convey or dedicate such easement, by assignment to the City of Strongsville, and to hold and retain the residue of the mortgaged lands and interests therein as security for the money remaining due on the mortgage.

NOW, THEREFORE, THIS INDENTURE witnesseth, that Mortgagee, in pursuance of its agreement with Mortgagor and for valuable consideration received, does hereby assent to and grant an easement of the widths and locations shown, under, over and throughout the Easement Property to the Grantee by Assignment.

Together with the hereditaments and appurtenances thereunto belonging, but it is expressly stipulated and agreed that the mortgage is and shall be in full force, virtue,

2



**EASEMENT AGREEMENT**

This EASEMENT AGREEMENT ("Agreement") is made on this 14<sup>th</sup> day of December, 2012, by and between Spazzeo Enterprises, LLC, an Ohio limited liability company ("Grantor") and Edgebrook, LLC, an Ohio limited liability company ("Grantee") ("Grantor and Grantee, sometimes referred to individually herein as "Party").

**RECITALS:**

**WHEREAS**, Grantor is the fee simple owner of real property located in the City of Strongsville, Ohio (the "City"), assigned Cuyahoga County Permanent Parcel No. 392-25-004, a legal description of which is attached hereto as Exhibit 1 ("Grantor's Property"); and

**WHEREAS**, Grantee is the fee simple owner of real property located in the City, assigned Cuyahoga County Permanent Parcel Nos. 392-24-002 and 392-24-006, legal descriptions of which is attached hereto as Exhibit 2 ("Grantee's Property") (Grantor's Property, collectively the "Properties"), which real property is adjacent to Grantor's Property; and

**WHEREAS**, Grantor desires to grant Grantee a perpetual easement over a portion of Grantor's Property as specified herein for the purpose of installing and maintaining a sanitary sewer line and connections and appurtenances thereto as may be necessary to service Grantee's Property (the "Sanitary Sewer System") and an easement over Grantor's property as specified herein for installation of the Sanitary Sewer System, which Sanitary Sewer System Grantee intends will be part of a public sanitary sewer system:

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto, for themselves and their successors and assigns, hereby agree as follows:

1. For the benefit of Grantee and its successors and assigns, Grantor hereby grants and conveys an exclusive perpetual easement across, over and under that portion of Grantor's Property described in Exhibit 3 and depicted in Exhibit D hereto for the purpose of installing and maintaining the Sanitary Sewer System, to be constructed at Grantee's cost and expense in accordance with the City's ordinances, rules and regulations for such systems in force at the time of the City's approval of plans for construction thereof, and an easement over Grantor's Property for the installation of the Sanitary Sewer System. Subject to the City's approval of plans for construction thereof, the Sanitary Sewer System shall include a twenty (20) foot long lateral from the sanitary sewer line into Grantor's Property at such location designed by Grantor.

**EXHIBIT A**

2. Upon completion of construction of the Sanitary Sewer System, Grantee shall restore the site affected by construction to its original topography and seed any areas disturbed during construction and installation of the Sanitary Sewer System.

3. At any time from time to time, Grantee may assign all or any portion of its interest in the Easements, or either of them, to one or more individuals, entities or the City. Effective on the date of any such assignment, the obligations and duties of Grantee hereunder will terminate, except with respect to acts or omissions arising prior thereto.

4. Grantee shall not permit any mechanics' lien to be filed against Grantor's Property in connection with the construction of the Sanitary Sewer System. In the event that any such mechanics' liens shall be filed of record, Grantee shall cause such lien to be removed of record by payment, bonding, or other lawful procedure within 45 days after receipt of written notice of such mechanics' lien from Grantor.

5. Grantor hereby reserves the right to make such use of Grantor's Property as is not expressly prohibited by or inconsistent with the terms of the easement contained herein.

6. Grantee indemnifies Grantor holds Grantor harmless from any and all damage, injury, or loss to any person or property caused by, related to or resulting from the use of the Easements.

7. Grantor covenants that it is well seized of its interest in Grantor's Property as good and indefeasible estate in fee simple and has the right to grant and convey the Temporary Easement in the manner and form above written. Grantor further covenants that it will warrant and defend the Easement contained herein against all lawful claims and demands whatsoever for the purposes described herein.

8. Each person signing this agreement in a representative capacity represents that he or she has all the requisite authority to execute this Agreement in such capacity and has been duly authorized to do so.

9. All references to either Party in this instrument shall include that Party and that Party's successors and assigns.

10. In the final plan approved by City of Strongsville no rear lot line of any subplot shall be located any closer than, 100', One hundred feet to the Grantor's property or to the Atlantic Tool and Die property.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 14<sup>th</sup>  
day of December, 2012.

**SPAZZEO ENTERPRISES, LLC,**  
an Ohio Limited Liability company

By: 

Its: 

**EDGEBROOK, LLC,**  
an Ohio Limited Liability company

By: 

Dan Bailey, Managing Member

**ACKNOWLEDGEMENT**

STATE OF OHIO                     )  
                                              ) SS  
COUNTY OF CUYAHOGA    )

BE IT REMEMBERED, that on this 14<sup>th</sup> day of December, 2012, before me, the subscriber, a Notary Public in and for said County and State, personally came **SPAZZEO ENTERPRISES, LLC**, an Ohio Limited Liability company, by David Spatz, its CEO, which executed the foregoing instrument, who acknowledge that he/she did sign and instrument on behalf of said limited liability company and that said instrument was signed as his/her free act and deed individually, and the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year first above written.

**MICHAEL MASLAR**, Notary Public  
In and for the State of Ohio  
My Commission Expires Nov. 13, 2016

Michael Maslar  
Notary Public

STATE OF OHIO                     )  
                                              ) SS  
COUNTY OF CUYAHOGA    )

BE IT REMEMBERED, that on this 14<sup>th</sup> day of Dec, 2012, before me, the subscriber, a Notary Public in and for said County and State, personally came **EDGEBROOK, LLC**, an Ohio Limited Liability company, by Dan Bailey, its Managing Member, which executed the foregoing instrument, who acknowledged that he did sign said instrument on behalf of said limited liability company and that said instrument was signed as his free act and deed individually, and the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year first above written.

**MICHAEL MASLAR**, Notary Public  
In and for the State of Ohio  
My Commission Expires Nov. 13, 2016

Michael Maslar  
Notary Public

This instrument prepared by:

Jordan Berns, Esq.  
BERNS, OCKNER & GREENBERGER, LLC  
Jordan Berns, 3733 Park East Drive, Suite 200  
Beachwood, Ohio 44122

## **EXHIBIT 1**

### **GRANTOR'S PROPERTY**

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio, to wit: Part of Original Strongsville Township Lot No. 67, bounded and described as follows: Beginning on the centerline of Pearl Road as originally established at its intersection with the centerline of Progress Drive (60 feet wide), as shown by the plat recorded in Volume 193 of Maps, Page 8 of Cuyahoga County Records; Thence South  $89^{\circ} 17' 13''$  West along said centerline of Progress Drive, 2,362.95 feet to a point of curvature therein; Thence continuing along the said centerline of Progress Drive on the arc of a curve deflecting to the left 426.06 feet having a radius of 1,738.86 feet, the chord of which bears South  $82^{\circ} 16' 03''$  West 425.00 feet to a point of inflection; Thence continuing along the centerline of said Progress Drive on the arc of a curve deflecting to the right 426.06 feet, having a radius of 1,738.86 feet, the chord of which bears south  $82^{\circ} 16' 03''$  West 425.00 feet to a point of tangency; Thence continuing South  $89^{\circ} 17' 13''$  West along the centerline of said Progress Drive 26.17 feet to a point in the most westerly line of land conveyed to Strongsville Industrial Park, Inc. by deed recorded in Volume 11182, Page 605 of Cuyahoga County Deed Records; Thence South  $02^{\circ} 13' 58''$  West along the said westerly line of land so conveyed to Strongsville Industrial Park, Inc., 30.04 feet to a point in the southerly line of said Progress Drive and principal place of beginning;

Thence North  $89^{\circ} 17' 13''$  East along the said southerly line of Progress Drive 27.71 feet to a point of curvature therein;

Thence continuing easterly along the said southerly line of Progress Drive on the arc of a curve deflecting to the left 433.41 feet, having a radius of 1,768.86 feet, the chord of which bears North  $82^{\circ} 16' 03''$  East 432.33 feet to a point of inflection therein;

Thence South  $02^{\circ} 13' 58''$  West 1,007.70 feet to a point in the most southerly line of land conveyed to Strongsville Industrial Park, Inc. as aforesaid;

Thence South  $89^{\circ} 28' 43''$  West along the said southerly line of land conveyed to Strongsville Industrial Park, Inc., as aforesaid 454.00 feet to the most southwesterly corner thereof;

Thence North  $02^{\circ} 13' 58''$  East along the most westerly line of land conveyed to Strongsville Industrial Park, Inc. as aforesaid 953.28 feet to the southerly line of Progress Drive and the principal place of beginning, and containing 10.1025 acres of land, be the same more or less, but subject to all legal highways.

Permanent Parcel No. 392-25-004

**EXHIBIT 2**

**GRANTEE'S PROPERTY**

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio: And known as being Parcel A in The map of lot split for the Mueller Art Cover and Binding Company being part of Original Strongsville Township lot Nos. 66 and 67, as shown by the recorded plat in Volume 290 of Maps, Page 21 of Cuyahoga County Records, as appears by said plat, be the same more or less, but subject to all legal highways.

Parcel Number: 392-24-002

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio: And known as being Parcel B in The map of lot split for the Mueller Art Cover and Binding Company being part of Original Strongsville Township lot Nos. 66 and 67, as shown by the recorded plat in Volume 290 of Maps, Page 21 of Cuyahoga County Records, as appears by said plat, be the same more or less, but subject to all legal highways.

Parcel Number: 392-24-006

### EXHIBIT 3

#### Legal Description of Easement Area

### **THE HENRY G. REITZ ENGINEERING COMPANY**

Stuart W. Saylor, P.E., P.S., Pres.  
James T. Saylor, P.E., P.S., Vice Pres.  
Linda S. Rerko, Sec. & Treas.

*Civil Engineers & Surveyors*  
4214 Rocky River Drive  
Cleveland, Ohio 44135

TELEPHONE: 216-251-3033  
FACSIMILE: 216-251-5149  
EMAIL: [reitz@reitzeng.com](mailto:reitz@reitzeng.com)

December 10<sup>th</sup>, 2012

#### Description of Easement on Spazzeo Enterprises, LLC Property

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Thence S. 87d 17' 49" E., a distance of 50.00 feet;

Thence S. 02d 42' 11" W., a distance of 278.27 feet;

Thence N. 89d 10' 18" E., a distance of 247.00 feet;

Thence N. 89d 10' 30" E., a distance of 142.61 feet to the Easterly line of land conveyed to Spazzeo Enterprises, LLC, as aforesaid;

Thence S. 03d 56' 38" W. along the Easterly line of land so conveyed to Spazzeo Enterprises, LLC, a distance of 50.17 feet to the Southeasterly corner thereof;

Thence S. 89d 10' 30" W., along the Southerly line of land so conveyed to Spazzeo Enterprises, LLC, a distance of 138.44 feet to an angle point therein;

Thence S. 89d 10' 18" W., along the Southerly line of land so conveyed to Spazzeo Enterprises, LLC, a distance of 300.18 feet to the place of beginning, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on an assumed meridian and are used to denote angles only.

**DECEMBER 2012**

SCALE: 1" = 30' horizontal

## Drawing

P.P.N. 392-25-004

P.P.N. 392-24-004

P.P.N. 392-23-024

P.P.N. 392-23-021

P.P.N. 392-23-023

EXISTING 20'

**SUBJECT**

APR 20 1968

~~SECRET~~