

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 243

By: Mayor Perciak and Mr. Maloney

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR THE ASSIGNMENT OF AN EASEMENT FOR THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, OPERATION AND REPAIR OF A SANITARY SEWER WITH INTENT TO VACATE IN PART AN EXISTING EASEMENT IN CONNECTION WITH PROPERTY LOCATED OFF OF HOWE ROAD AND KNOWN AS PERMANENT PARCEL NOS. 399-04-004 AND 009, AND DECLARING AN EMERGENCY.

WHEREAS, the Cleveland Electric Illuminating Company is the owner in fee simple of certain real estate located off Howe Road (Permanent Parcel Nos. 399-04-004 and 009), in the City of Strongsville, Ohio herein by reference (the "Property"); and

WHEREAS, Council authorized the acceptance of a Grant of Easement for the construction, reconstruction, maintenance, operation and repair of a sanitary sewer and appurtenances on the Property, which Grant of Easement is on file with the Cuyahoga County Fiscal Officer, in Volume 11197 Page 527, and which easement is proposed to be released, extinguished and vacated in part when a new sanitary sewer line is constructed; and

WHEREAS, the Cleveland Electric Illuminating Company, the owner of said Property, has agreed to grant a new easement to M&B Strongsville LLC which is to be assigned to the City of Strongsville for the purpose of constructing, reconstructing, maintaining, operating and repairing a sanitary sewer line and appurtenances on said Property (hereinafter the "new easement"), as more fully described in attached Exhibit 1, and incorporated herein by reference; and

WHEREAS, the existing easement in part is no longer needed by the City of Strongsville and is proposed to be released, vacated and extinguished when the new sanitary line is constructed by M&B Strongsville LLC and approved by the City's Engineering Department; and

WHEREAS, M&B Strongsville LLC is proposing to construct a new sanitary sewer line and appurtenances on Permanent Parcel Nos. 396-25-003, 399-04-004 and 009 to be dedicated to public use as an easement; and

WHEREAS, the said property owners wish to grant and the City wishes to accept the new easement; and

WHEREAS, the Planning Commission of the City at its meeting of November 7, 2014, approved this easement, the assignment, and the partial vacation of the prior easement.

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

Section 1. That this Council finds and determines that a portion of an existing easement described herein and currently granted to the City of Strongsville will no longer be needed for municipal purposes when the new sanitary line is installed and accepted by the City.

Section 2. That accordingly the Mayor be and is hereby authorized and directed to enter into a Release and Vacation of a portion of the Easement in the form attached hereto as Exhibit 1, in connection with the existing easement, when the new line is installed and accepted by the City.

Section 3. That the Council hereby authorizes the Mayor to accept the assignment of a new Grant of Easement for Sanitary Sewer Purposes from Cleveland Electric Illuminating Company and M&B Strongsville LLC, in the form attached as Exhibit 1 for the purposes of constructing, reconstructing, maintaining, operating and repairing a sanitary sewer line on property identified in Exhibit 1.

Section 4. That the Clerk of Council and/or City Engineer be and are hereby authorized and directed to cause such Release and Vacation in part of an Easement Agreement to be filed with the Cuyahoga County Fiscal Officer after the new sanitary line is constructed and approved by the City.

Section 5. That the Clerk of Council and/or City Engineer be and are hereby authorized and directed to cause the new easement for a sanitary sewer line to be filed with the Cuyahoga County Fiscal Officer.

Section 6. That the Clerk of Council and/or City Engineer be and are hereby authorized and directed to cause the Assignment of Sanitary Sewer Easement and Partial Termination and Release of Existing Easement to be filed with the Cuyahoga County Fiscal Officer after its respective execution, along with any applicable Mortgagee's Release and Consent documents, after the new sanitary sewer line is installed and approved, and the old line is capped and filled.

Section 7. That the funds for the purposes of recording said documents have been appropriated and shall be paid from the General Fund.

Section 8. 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.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 - 243

Page 3

Section 9. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare and for the further reason that the disposition of the aforesaid lands is necessary to promptly dispose of an easement no longer needed for municipal public purposes; to accept the new grant of easement which is needed by the City for sanitary sewer purposes in connection with the construction of the new assisted living project on Howe Road, and to conserve public funds. 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.

Michael Daymut
President of Council

Approved: James J. Serio
Mayor

Date Passed: December 15, 2014.

Date Approved: December 16, 2014.

	<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: Catherine Meherl
Acting Clerk of Council

ORD. No. 2014-243 Amended: _____
1st Rdg. 12-15-14. Ref: _____
2nd Rdg. Suspended. Ref: _____
3rd Rdg. Suspended. Ref: _____

Pub Hrg. _____ Ref: _____
Adopted: 12-15-14. Defeated: _____

MEMORANDUM

TO: Aimee Pientka, Council Clerk
Ken Kraus, Law Director

FROM: Carol Oprea, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: November 7, 2014

Please be advised that at its meeting of November 6, 2014 the Strongsville Planning Commission gave Favorable Recommendation to the following;

CLOVER CONSTRUCTION/ Nate Bellinger, Agent

Approval of two (2) Sanitary Sewer Easements and vacation of two (2) Sanitary Sewer Easements, **subject to the receipt by the Law Department of the final easements.**

T-Mobile/ Chris Galloway, Agent

Site Plan approval for the addition of 3 new antennas for the T-Mobile co-location on an existing tower located at 18778 Royalton Road, PPN 396-10-014 zoned Public Facility.

Ordinance No. 2014-197

An Ordinance Amending the Zoning Map of the City of Strongsville adopted by Section 1253.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville to change the Zoning Classification of Certain Real Estate located at Royalton Road and West 130th Street, in the City of Strongsville from LB (Local Business) Classification to MS (Motorist Service) Classification (Part of PPN 399-01-005).

GRANT OF EASEMENT
FOR
SANITARY SEWER SYSTEM PURPOSES

This Grant of Easement is made between THE CLEVELAND ELECTRIC ILLUMINATING COMPANY, an Ohio corporation, having a principal place of business at 76 South Main Street, Akron, Ohio 44308, who with its successors and assigns, are herein jointly called "Grantor," and M & B STRONGSVILLE LLC, an Ohio limited liability company, having a principal place of business at 26184 Bagley Road, Olmsted Falls, Ohio 44138, which with its successors and assigns is herein called "Grantee" and sometimes referred to as "M&B Strongsville".

WHEREAS, Grantor is the owner in fee simple of certain real estate located in the City of Strongsville, Cuyahoga County, State of Ohio, as legally described on Exhibit "A", by virtue of instrument recorded in Volume 14636 Page 525 in the Cuyahoga County Recorder's Office (the "Grantor's Property"); and

WHEREAS, the Grantee is the owner of land adjacent to the Grantor's Property and proposes to construct or cause to be constructed a new sanitary sewer system and appurtenances (the "New Sanitary Sewer") on the Grantor's Property within the twenty (20) foot wide strip shown on Exhibit "B" attached hereto and made a part hereof and legally described on Exhibit "B-1" attached hereto (the "Easement Area"), so as to accommodate the proposed development of the Grantee's land; and

WHEREAS, the City of Strongsville has an existing sanitary sewer line on Grantor's Property, pursuant to that certain Easement for Sanitary Sewer dated September 15, 1964, recorded in Cuyahoga County Recorder's Office in Volume 11197 Page 527 (the "Existing Easement"); and

WHEREAS, Grantor wishes to grant and the Grantee wishes to accept a permanent and perpetual easement for the purposes of constructing, reconstructing, maintaining, operating, using, and repairing the New Sanitary Sewer, within, across, through, and under the Grantor's Property and within the Easement Area as hereinafter set forth;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged, the following grants, agreements, and covenants are made:

The Grantor hereby gives, grants, bargains and conveys to the Grantee a perpetual easement and right to enter upon the Grantor's Property, and to remove and/or replace trees or other items above and below the ground where necessary for the purposes of constructing, reconstructing, maintaining, installing, operating and repairing the New Sanitary Sewer within the Easement Area, including but not limited to sanitary sewer pipes, manholes, headwalls, and appurtenances, and to construct, reconstruct, maintain and operate and to make all repairs to the New Sanitary Sewer connected herewith, in, into, upon, over, across and under the Easement Area, that in the opinion of the proper local authorities of the City of Strongsville, its successors or assigns, may be necessary or advisable, in order to maintain or operate the New Sanitary Sewer in accordance with the applicable statutes, ordinances, rules and regulations for the management and protection of such systems of the City of Strongsville, now in force or that may hereafter be adopted.

To the extent applicable laws and ordinances require Grantee to plug or cap the Existing Easement in connection with the vacation thereof, such work shall be performed by Grantee, at Grantee's expense. In furtherance thereof, Grantor hereby also grants unto Grantee a temporary easement for a period of up to six (6) months from the date of execution of this Grant of Easement, over the Grantor's Property for the purpose of plugging and capping the line within the Existing Easement (the "Temporary Easement"). Grantee shall not be obligated to remove the pipeline and equipment within the Existing Easement unless required to do so by law.

Grantor acknowledges and agrees that Grantee will not be obligated to maintain landscaping and/or lawn areas within the Easement Area. Notwithstanding the foregoing, Grantee will immediately repair, replace or pay for any and all damages to the Grantor's Property caused by the installation, operation, maintenance, repair or removal of the New Sanitary Sewer or the Grantee's exercise of its rights with respect to the Temporary Easement. Grantee will pay Grantor for any and all damages to Grantor's facilities or structures located on the Grantor's Property caused by the installation, operation, maintenance, repair or removal of the New Sanitary Sewer or the Grantee's exercise of its rights with respect to the Grant of Easement.

Grantor will not construct or place on the Easement Area any temporary or permanent structures or anything else that may interfere with the New Sanitary Sewer or otherwise interfere with Grantee's exercise of its rights with respect to the Temporary Easement.

Grantor agrees to keep the Easement Area free of materials, equipment, vehicles, trees, shrubbery, and any other obstructions which would interfere with Grantee's access to or maintenance of the New Sanitary Sewer. Grantor further agrees to make no alterations to the Easement Area which would increase or reduce the depth of the New Sanitary Sewer or in any way affect the system.

If Grantor desires to alter the Easement Area in any way other than as expressly permitted herein, Grantor must obtain the prior written approval of the City of Strongsville. Upon receipt of such approval, Grantor will, at its own expense, relocate or reconstruct all or any portion of the New Sanitary Sewer which is affected by such alteration and, where necessary, grant a new easement of not less than the width of the Easement Area under the same terms and conditions as herein provided. The relocated or reconstructed sanitary sewer system and appurtenances, upon completion and approval by the Grantee, will become the property of the City of Strongsville, and, where necessary, Grantor shall grant a new easement of not less than the width of the Easement Area under the same terms and conditions as herein provided.

Except to the extent caused by Grantor's sole negligence or willful misconduct, M&B Strongsville agrees to indemnify, and agrees to require its contractors and agents to indemnify, defend, and hold harmless Grantor, and its respective directors, officers, shareholders, employees, parent, affiliates, agents, successors and assigns, from and against all fines, penalties, losses, suits or claims, demands, damages, judgments, actions or causes of action, together with any and all losses, costs, fines, penalties or expenses in connection therewith or related thereto, including reasonable attorneys' fees, asserted by any person or persons for bodily injury, death or property damage arising or in any manner arising from M&B Strongsville's installation of the New Sanitary Sewer. M&B Strongsville's obligations under this paragraph shall not be applicable to or enforceable against the City of Strongsville.

If Grantor violates any of the provisions of this Grant of Easement, the Grantee, at the expense of Grantor, may enter upon the Easement Area and make such alterations as are necessary to bring the Easement Area into compliance with the provisions of the Easement.

The Grantor hereby reserves the right to use the Grantor's Property, including but not limited to the Easement Area for such use as is not expressly prohibited by or inconsistent with the terms of this Grant of Easement. Grantor hereby indemnifies and guarantees to save harmless the Grantee against any expense or damage to the New Sanitary Sewer that Grantor may at any time cause by Grantor's use of the Easement Area.

The Grantor covenants with the Grantee that it is well-seized of the Easement Area as a good and indefeasible estate in fee simple, and has the right to grant and convey the Easement and the Easement Area in the manner and form herein written. The Grantor further covenants that it will warrant and defend the Easement Area with the appurtenances thereunto belonging and this Grant of Easement to Grantee against all lawful claims and demands whatsoever for the purposes described herein, including all liens and encumbrances whatsoever.

Grantor and Grantee hereby agree that Grantee will initially construct and install the New Sanitary Sewer in accordance with the plans and specifications to be approved by the City Engineer of the City of Strongsville and in accordance with the provisions, rules, regulations and requirements of the City of Strongsville, and further agree that Grantee will pay the entire cost of said construction and installation of the New Sanitary Sewer. Grantor acknowledges and agrees that the M&B Strongsville shall have the right to assign all of its interest in and to this Grant of Easement, including the New Sanitary Sewer, to the City of Strongsville upon completion of the New Sanitary Sewer. In furtherance thereof, the New Sanitary Sewer will become the property of the City of Strongsville, its successors and assigns, upon (a) Grantee's completion of the installation of the New Sanitary Sewer and approval by the City of Strongsville of Grantor's installation thereof, and (b) the execution and delivery of an Assignment of Easement by and between Grantee and the City of Strongsville in form and substance attached hereto as Exhibit "C" (the "Assignment").

The City of Strongsville by joining in the execution of this Grant of Easement agrees that, upon the completion of the installation of the New Sanitary Sewer by Grantee and the approval thereof by the City of Strongsville in accordance with the foregoing conditions, the City of Strongsville shall execute and deliver the Assignment, pursuant to which the City of Strongsville shall agree to assume M&B Strongsville's obligations under this Grant of Easement except as otherwise set forth herein to the contrary, and a portion of the Existing Easement shall be terminated and released. Effective upon the date of the Assignment, the obligations of M & B Strongsville hereunder will terminate, except with respect to acts or omissions arising prior thereto.

This Grant of Easement will inure to the benefit of any governmental entity, person, firm or corporation who/which Grantee or any of its successors or assigns, will authorize to undertake the performance of work within the purposes of this Grant of Easement, or whom the Grantee permits to utilize the Easement Area.

The parties hereto agree that this Grant of Easement embodies the complete understanding of the parties, and that no changes in this Easement Agreement shall be made unless such changes are in writing, approved and subscribed by the parties hereto or their appropriate legal representatives, successors and assigns in accordance with law.

Except as specifically set forth herein, this Grant of Easement will be binding upon and inure to the benefit of the parties, their respective successors and assigns.

TO HAVE AND TO HOLD the above granted easements, rights-of-way, and sanitary sewer system and appurtenances for the purposes above mentioned, unto Grantee and its successors and assigns forever.

(signatures on following page)

IN WITNESS WHEREOF, this instrument is executed this 16th day of December, 2014.

“GRANTOR”

THE CLEVELAND ELECTRIC
ILLUMINATING COMPANY

By: Ketan Patel
Ketan Patel, Director, Real Estate and Facilities
for FirstEnergy Service Company on behalf of
The Cleveland Electric Illuminating Company

“GRANTEE”

M&B STRONGSVILLE, LLC

By: Willis B. Boyer, Jr.
Willis B. Boyer, Jr., President

The City of Strongsville joins in the execution of this Grant of Easement for purposes of agreeing to execute and deliver the Assignment, which shall include a termination and release of the Existing Easement, such actions to occur upon Grantee’s completion of the installation of the New Sanitary Sewer and the approval thereof by the City of Strongsville pursuant to this Grant of Easement.

CITY OF STRONGSVILLE

By: Thomas P. Perciak
Thomas P. Perciak, Mayor

APPROVED AS TO LEGAL FORM BY:

Daniel J. Kelick
~~Kenneth A. Kraus, Law Director~~
DANIEL J. KELICK, acting Law Director

EXHIBIT A

LEGAL DESCRIPTION
GRANTOR'S PROPERTY

Parcel No. 1:

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of Original Strongsville Township Lot No. 25, and bounded and described as follows: Beginning on the center line of Howe Road, 60 feet wide, at the Northeastly corner of land conveyed to Charles J. Ingrassia Jr., and Ethel M. Ingrassia, by Deed dated August 13, 1946, and recorded in Volume 6207, Page 185 of Cuyahoga County Records; thence Northeastly, along the center line of Howe Road, 105.56 feet to the Southeastly corner of a parcel of land conveyed to Chester Stanley Tracy and June Clarice Tracy by deed dated September 24, 1951 and recorded in Volume 7405, Page 7, Cuyahoga County Records; thence Westerly along the Southerly line of said parcel of land, to a point in the Westerly line of said Original Lot No. 25, distant 108.545 feet Northerly, measured along said Westerly line, from the Northwestly corner of land conveyed to Charles J. Jr., and Ethel M. Ingrassia as aforesaid; thence Southerly along the Westerly line of said Original Lot No. 25, 108.545 feet to the Northwestly corner of land conveyed to Charles J. Jr., and Ethel M. Ingrassia as aforesaid; thence Easterly, along the Northerly line of land so conveyed, 380.82 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Parcel No. 2:

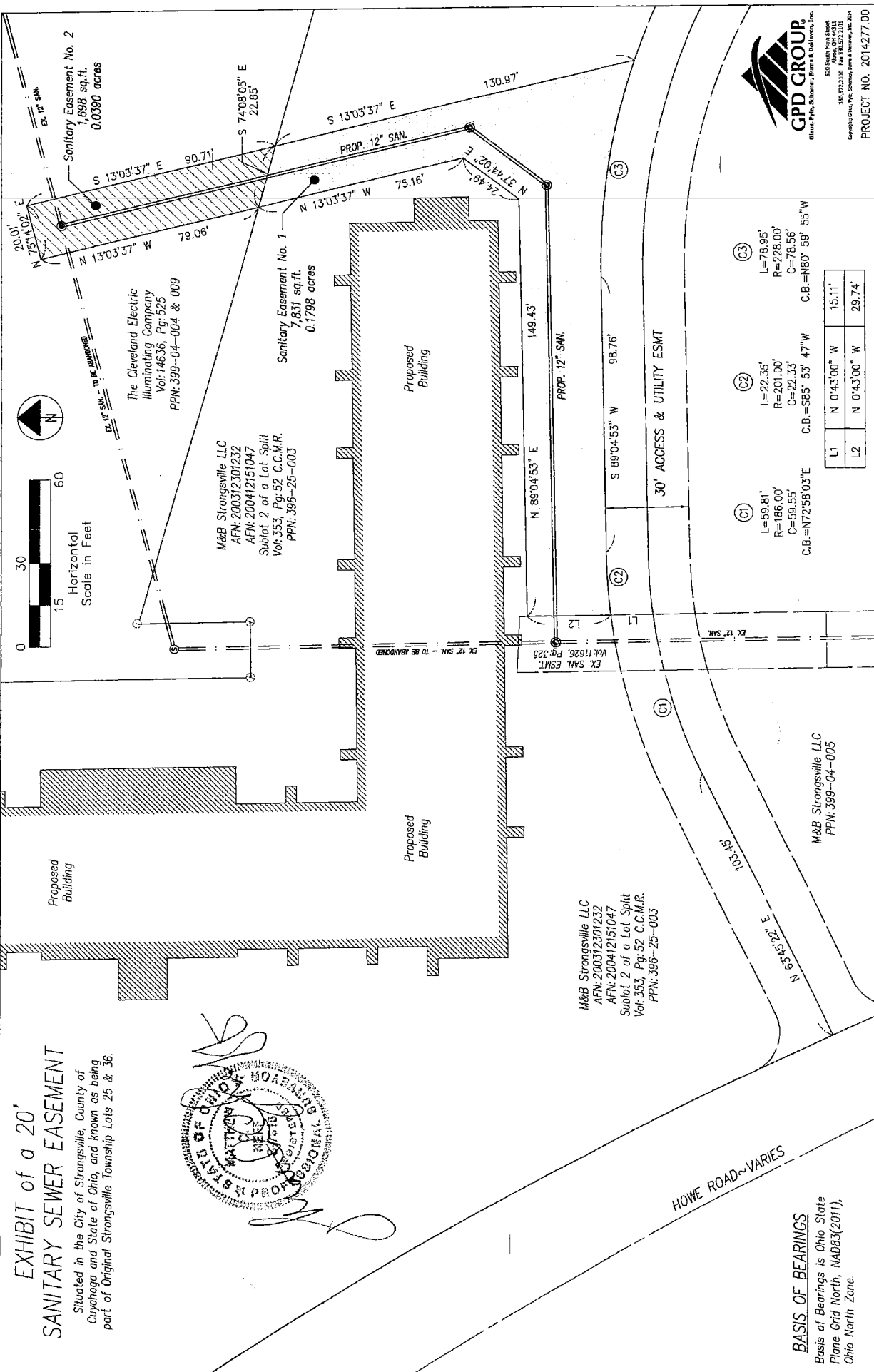
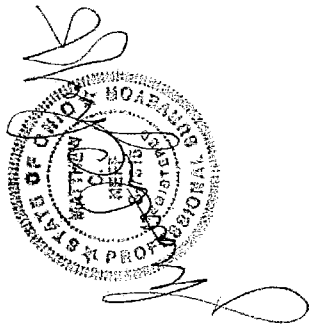
Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of Original Strongsville Township Lot No. 25, and bounded and described as follows: Beginning in the centerline of Cheerful Lane at Station 48+00 which is located in the Westerly Limited Access Right of Way line I.R. Cuy/Med 71-0.00/26.63, 150.19 feet left of centerline Station 597+19.23; Thence from said Place of Beginning North $11^{\circ}51'20''$ West along said Limited Access Right of Way line, 39.78 feet to a point in the Northwestly Right of Way line of Cheerful Lane; Thence North $87^{\circ}24'26''$ West, 20.65 feet to a point in the Westerly line of a 20 foot strip of land leased to the American Telephone & Telegraph Company and the principal place of beginning; Thence from said Principal place of beginning North $87^{\circ}24'36''$ West, 388.74 feet to a point in the Westerly line of original Lot 25; Thence North $00^{\circ}42'30''$ West along said Lot Line 880.53' to a point in a Southerly line of lands leased to the American Telephone & Telegraph Company; Thence North $89^{\circ}20'43''$ East along said Southerly line of leased lands, 59.60 feet to an angle point therein; Thence South $27^{\circ}29'37''$ East along said leased land, 224.15 feet to an angle point therein; Thence South $33^{\circ}26'20''$ East along said leased land 237.42 feet to an angle point therein; Thence South $11^{\circ}51'20''$ East along said leased land 512.68 feet to the principal place of beginning, be the same more or less, but subject to all legal highways.

EXHIBIT B

DRAWING OF EASEMENT AREA

**EXHIBIT of a 20'
SANITARY SEWER EASEMENT**

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio, and known as being part of Original Strongsville Township Lots 25 & 36.



M&B Strongsville LLC
AFN: 200312301232
AFN: 200412151047
Sublot 2 of a Lot Split
Vol: 353, Pg: 52 C.C.M.R.
PPN: 396-25-003

M&B Strongsville LLC
AFN: 200312301232
AFN: 200412151047
Sublot 2 of a Lot Split
Vol: 353, Pg: 52 C.C.M.R.
PPN: 396-25-003

The Cleveland Electric
Illuminating Company
Vol: 14636, Pg: 525
PPN: 399-04-004 & 009



BASIS OF BEARINGS
Basis of Bearings is Ohio State Plane Grid North, NAD83(2011), Ohio North Zone.

L1	N 0°43'00" W	15.11'
L2	N 0°43'00" W	29.74'

(C1) L=59.81' R=186.00' C=59.55' C.B.=N72°58'03"E
 (C2) L=22.35' R=201.00' C=22.33' C.B.=S85° 53' 47"W
 (C3) L=76.95' R=228.00' C=76.56' C.B.=N60° 59' 55"W

HOWE ROAD~VARIES

EXHIBIT B-1

LEGAL DESCRIPTION OF EASEMENT AREA

Legal Description

of a 0.0390 acre

Sanitary Sewer Easement No. 2

The Cleveland Electric Illuminating Company

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio, known as being a part of Original Strongsville Township lots 25 and 36 and part of lands now or formerly conveyed to The Cleveland Electric Illuminating Company, as recorded in Volume 14636, Page 525 of Cuyahoga County Deed Records, and being further bounded and described as follows:

Commencing at the southwesterly corner of lands now or formerly conveyed to M & B Strongsville LLC, as recorded in AFN 200312301232, AFN 200412151047 and being Sublot 2 of a Lot Split Plat as recorded in Volume 353, Page 52 of Cuyahoga County Map Records, said point also being on the easterly line of Howe Road, variable width; thence along the southerly line of said M & B Strongsville LLC, North 63°45'22" East, for a distance of 103.45 feet to a point therein; thence continuing along said southerly line, and along the arc of a curve, deflecting to the right, said curve having a radius of 186.00 feet and a chord of 59.55 feet which bears North 72°58'03" East, for a distance of 59.81 feet to the intersection of said southerly line with the easterly line of an existing sanitary sewer easement as recorded in Volume 11626, Page 325 of Cuyahoga County Deed Records; thence along said easterly line of an existing sanitary sewer easement, North 00°43'00" West, for a distance of 44.85 feet to a point; thence North 89°04'53" East, for a distance of 149.43 feet to a point; thence North 37°44'02" East, for a distance of 24.49 feet to a point; thence North 13°03'37" West, for a distance of 75.16 feet to a point on the northerly line of said M & B Strongsville LLC, and on the southerly line of said Cleveland Electric Illuminating Company and the **TRUE POINT OF BEGINNING**, thence clockwise along the following four courses;

1. Thence North 13°03'37" West, for a distance of 79.06 feet to a point;
2. Thence North 75°14'02" East, for a distance of 20.01 feet to a point;
3. Thence South 13°03'37" East, for a distance of 90.71 feet to a point on said northerly line of M & B Strongsville LLC and said southerly line of The Cleveland Electric Illuminating Company;

4. Thence along said northerly and southerly lines, North $74^{\circ}08'05''$ West, for a distance of 22.85 feet to the TRUE POINT OF BEGINNING, and containing 0.0390 acres (1,698 sq.ft.) of land, more or less, and subject to all easements, restrictions and covenants of record, as surveyed under the supervision of Matthew C. Neff, P.S. No. 7315, for Glaus, Pyle, Schomer, Burns and DeHaven, dba GPD Group, in October of 2014.

Basis of bearing is State Plane Grid North NAD83(2011).

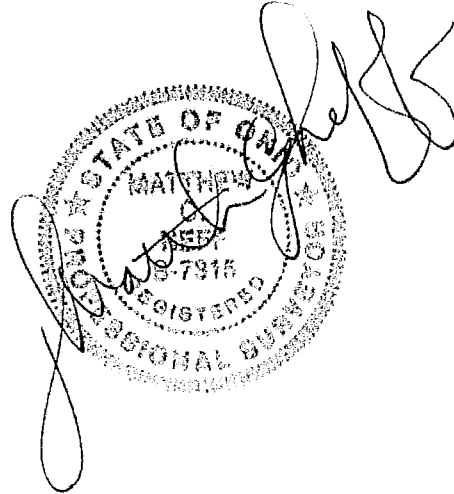


EXHIBIT C

FORM OF
ASSIGNMENT OF SANITARY SEWER EASEMENT
AND PARTIAL TERMINATION AND RELEASE OF EXISTING EASEMENT

ASSIGNMENT OF SANITARY SEWER EASEMENT
AND
PARTIAL TERMINATION AND RELEASE OF EXISTING EASEMENT

This Agreement is entered into by and between M&B STRONGSVILLE LLC, an Ohio limited liability company ("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 under a certain Grant of Easement for Sanitary Sewer System from The Cleveland Electric Illuminating Company ("CEI") to M&B Strongsville LLC (the "New Easement"), which encumbers certain real property located in Strongsville, Cuyahoga County, Ohio, and legally described in Exhibit "A" attached hereto and made a part hereof (the "CEI Property");

WHEREAS, the New Easement is recorded at Cuyahoga County Official Records as Instrument No. _____, and a copy of the New Easement is attached hereto as Exhibit "A-1";

WHEREAS, the Assignee has an existing sanitary sewer line encumbering the CEI Property pursuant to that certain Easement for Sanitary Sewer dated September 15, 1964, recorded in Cuyahoga County Recorder's Office in Volume 11197 Page 527 (the "Existing Easement").

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, on behalf of itself and its successors and assigns, hereby, 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 New Easement. Assignor covenants with Assignee that it is well seized of the New Easement. Pursuant to the terms and conditions of the New Easement, Assignor has the right to assign, convey, and grant the New Easement to Assignee in the manner and form herein provided.

FURTHER, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignee hereby accepts the new sanitary sewer improvements and appurtenances and, except as otherwise provided in the New Easement, Assignee assumes the Grantor's obligations under the New Easement.

FURTHER, Assignee hereby terminates and releases the portion of the Existing Easement which is crosshatched in red on Exhibit "B" attached hereto and made a part hereof, and the Cuyahoga County Fiscal Officer is authorized to release the same of record from the CEI Property.

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____, 2014.

CITY OF STRONGSVILLE,
an Ohio municipal corporation

M&B STRONGSVILLE LLC,
an Ohio limited liability company

By: _____
Thomas P. Perciak, Mayor
City of Strongsville

By: _____
Willis B. Boyer, President

APPROVED AS TO LEGAL FORM BY:

Kenneth A. Kraus, Law Director

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named City of Strongsville, an Ohio municipal corporation, by Thomas P. Perciak, its Mayor, who acknowledged that he did sign the foregoing instrument and that the same is his free and voluntary act and deed as such officer and the free act and deed of the City of Strongsville.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal at _____, Ohio, this ____ day of _____, 2014.

Notary Public

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named M&B Strongsville, LLC, an Ohio limited liability company, by Willis B. Boyer, Jr., its President, who acknowledged that he did sign the foregoing instrument and that the same is his free and voluntary act and deed as such officer and the free act and deed of the limited liability company.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal at _____, Ohio, this ____ day of _____, 2014.

Notary Public

This instrument prepared by:

Jeffrey A. Sayoc, Esq.
Singerman, Mills, Desberg & Kauntz Co., L.P.A.
3333 Richmond Road, Suite 370
Beachwood, Ohio 44122
(216) 292-5807

EXHIBIT A

LEGAL DESCRIPTION OF CEI PROPERTY

Parcel No. 1:

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of Original Strongsville Township Lot No. 25, and bounded and described as follows: Beginning on the center line of Howe Road, 60 feet wide, at the Northeasterly corner of land conveyed to Charles J. Ingrassia Jr., and Ethel M. Ingrassia, by Deed dated August 13, 1946, and recorded in Volume 6207, Page 185 of Cuyahoga County Records; thence Northeasterly, along the center line of Howe Road, 105.56 feet to the Southeasterly corner of a parcel of land conveyed to Chester Stanley Tracy and June Clarice Tracy by deed dated September 24, 1951 and recorded in Volume 7405, Page 7, Cuyahoga County Records; thence Westerly along the Southerly line of said parcel of land, to a point in the Westerly line of said Original Lot No. 25, distant 108.545 feet Northerly, measured along said Westerly line, from the North-Westerly corner of land conveyed to Charles J. Jr., and Ethel M. Ingrassia as aforesaid; thence Southerly along the Westerly line of said Original Lot No. 25, 108.545 feet to the Northwesterly corner of land conveyed to Charles J. Jr., and Ethel M. Ingrassia as aforesaid; thence Easterly, along the Northerly line of land so conveyed, 380.82 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Parcel No. 2:

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of Original Strongsville Township Lot No. 25, and bounded and described as follows: Beginning in the centerline of Cheerful Lane at Station 48+00 which is located in the Westerly Limited Access Right of Way line I.R. Cuy/Med 71-0.00/26.63, 150.19 feet left of centerline Station 597+19.23; Thence from said Place of Beginning North $11^{\circ}51'20''$ West along said Limited Access Right of Way line, 39.78 feet to a point in the Northwesterly Right of Way line of Cheerful Lane; Thence North $87^{\circ}24'26''$ West, 20.65 feet to a point in the Westerly line of a 20 foot strip of land leased to the American Telephone & Telegraph Company and the principal place of beginning; Thence from said Principal place of beginning North $87^{\circ}24'36''$ West, 388.74 feet to a point in the Westerly line of original Lot 25; Thence North $00^{\circ}42'30''$ West along said Lot Line 880.53' to a point in a Southerly line of lands leased to the American Telephone & Telegraph Company; Thence North $89^{\circ}20'43''$ East along said Southerly line of leased lands, 59.60 feet to an angle point therein; Thence South $27^{\circ}29'37''$ East along said leased land, 224.15 feet to an angle point therein; Thence South $33^{\circ}26'20''$ East along said leased land 237.42 feet to an angle point therein; Thence South $11^{\circ}51'20''$ East along said leased land 512.68 feet to the principal place of beginning, be the same more or less, but subject to all legal highways.

EXHIBIT A-1

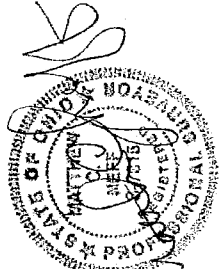
COPY OF NEW EASEMENT

[To be affixed after recording]

EXHIBIT B

DRAWING DEPICTING PORTION OF EXISTING EASEMENT WHICH IS TERMINATED

EXHIBIT of a 20'
SANITARY SEWER EASEMENT
 Situated in the City of Strongsville, County of
 Cuyahoga and State of Ohio, and known as being
 part of Original Strongsville Township Lots 25 & 36.

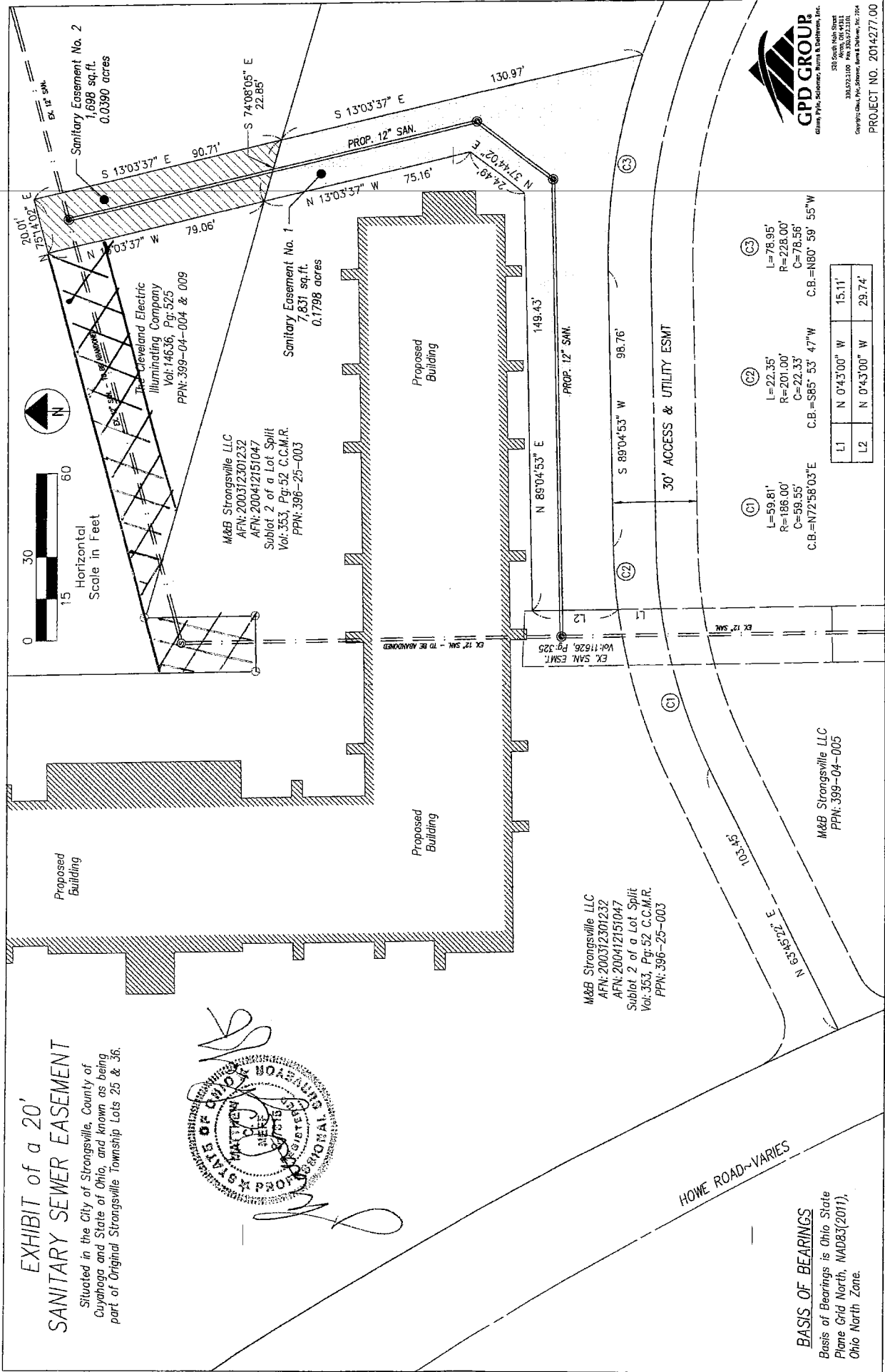
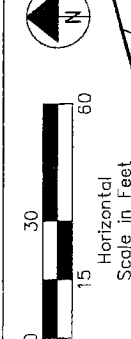


M&B Strongsville LLC
 AFN: 200312301232
 AFN: 200412151047
 Sublot 2 of a Lot Split
 Vol: 353, Pg: 52 C.C.M.R.
 PPN: 396-25-003

Sanitary Easement No. 1
 7,831 sq.ft.
 0.1798 acres

Sanitary Easement No. 2
 1,698 sq.ft.
 0.0390 acres

The Cleveland Electric
 Illuminating Company
 Vol: 14636, Pg: 525
 PPN: 399-04-004 & 009



GPD GROUP
 CHAIRMAN, PLYMOUTH, OHIO
 330 SOUTH HIGH STREET
 PLYMOUTH, OHIO 44131
 (440) 252-0100
 GPD GROUP, INC. (INCORPORATED IN OHIO)
 PROJECT NO. 2014277.00

BASIS OF BEARINGS
 Basis of Bearings is Ohio State
 Plane Grid North, NAD83(2011),
 Ohio North Zone.

L1	N 0°43'00" W	15.11'
L2	N 0°43'00" W	29.74'

C1 L=59.81'
 R=186.00'
 C=59.55'
 C.B.=N72°58'03"E

C2 L=76.95'
 R=228.00'
 C=78.56'
 C.B.=N80°59'55"W

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HOWE ROAD-VARIES