

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 221

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT GRANTS OF EASEMENT FOR VARIOUS PUBLIC INFRASTRUCTURE IMPROVEMENTS PURPOSES FROM CAMERON-ALLIE DEVELOPMENT GROUP, LLC AND THE RICHARD F. AND DOROTHY E. SCHAEFFER TRUSTS; AND A TEMPORARY CONSTRUCTION EASEMENT FROM CAMERON-ALLIE DEVELOPMENT GROUP, LLC, IN CONNECTION WITH THE WESTWOOD COMMONS PROJECT AND RELATED TAX INCREMENT FINANCING AT THE INTERSECTION OF PEARL ROAD AND WESTWOOD DRIVE, AND DECLARING AN EMERGENCY.**

WHEREAS, by and through passage of Ordinance No. 2015-195, this Council approved Tax Increment Financing applicable to various improvements determined to be for a public purpose, in connection with the Westwood Commons project in the Town Center of Strongsville; and

WHEREAS, by and through Ordinance No. 2015-196, this Council further approved and authorized the Mayor to enter into a Project Development Agreement and a Construction Agency Agreement with Cameron-Allie Development Group, LLC, the former of which, among other things, requires the parties and other property owners to enter into various easements in favor of the City of Strongsville, in connection with the various public improvements related to the improvement and redevelopment of a number of parcels comprising the property located at the intersection of Pearl Road and Westwood Drive, and as recognized as a condition for approval by the City's Planning Commission.

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 hereby authorizes the Mayor to accept two Grants of Easement from **CAMERON-ALLIE DEVELOPMENT GROUP, LLC**, located at 13000 Darice Parkway, Strongsville, Ohio, for various public infrastructure improvements, as more fully set forth in Exhibits 1 and 2, attached hereto and made a part hereof by reference; and also to accept a Grant of Easement from **RICHARD F. SCHAEFFER, as Trustee of the Richard F. Schaeffer Trust Agreement dated September 20, 2007, as amended**, and **DOROTHY E. SCHAEFFER, as Trustee of the Dorothy E. Schaeffer Trust Agreement dated September 20, 2007, as amended**, located at 9507 Highland Drive, Brecksville, Ohio, for various public infrastructure improvements, as set forth in Exhibit 3, attached hereto and made a part hereof by reference.

**Section 2.** That this Council further authorizes the Mayor to accept a Temporary Construction Easement from **CAMERON-ALLIE DEVELOPMENT GROUP, LLC**, as more fully set forth in Exhibit 4, attached hereto and made a part hereof by reference, in connection with the improvement and redevelopment of the foregoing property located at the intersection of Pearl Road and Westwood Drive, to be known as Westwood Commons and Westwood Commons II.

**Section 3.** That the Clerk of Council is hereby directed to cause the aforesaid Grants of Easement and Temporary Construction Easement to be recorded in the office of the Cuyahoga County Fiscal Officer after their proper execution and receipt of evidence of title satisfactory to the Law Director.

**Section 4.** 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 5.** 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 in order to properly comply with all current legal agreements, to assure proper development of all lots and land within the City of Strongsville, and to facilitate economic development within the City's Town Center area. 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 S. Burke  
 Mayor

Date Passed: November 2, 2015

Date Approved: November 3, 2015

|            | <u>Yea</u>                          | <u>Nay</u> |
|------------|-------------------------------------|------------|
| Carbone    | <input checked="" type="checkbox"/> | _____      |
| Daymut     | <input checked="" type="checkbox"/> | _____      |
| DeMio      | <input checked="" type="checkbox"/> | _____      |
| Dooner     | <input checked="" type="checkbox"/> | _____      |
| Maloney    | <input checked="" type="checkbox"/> | _____      |
| Schonhut   | <input checked="" type="checkbox"/> | _____      |
| Southworth | <input checked="" type="checkbox"/> | _____      |

Attest: Aimee Prinstka  
 Clerk of Council

ORD. No. 2015-221 Amended: \_\_\_\_\_  
 1st Rdg. 11-2-15 Ref: \_\_\_\_\_  
 2nd Rdg. Suspended Ref: \_\_\_\_\_  
 3rd Rdg. Suspended Ref: \_\_\_\_\_

Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: 11-2-15 Defeated: \_\_\_\_\_

**GRANT OF EASEMENT  
FOR  
VARIOUS PUBLIC INFRASTRUCTURE IMPROVEMENTS**

This Grant of Easement is made between **CAMERON-ALLIE DEVELOPMENT GROUP, LLC**, an Ohio limited liability company, located at 13000 Darice Parkway, Strongsville, Ohio 44149, which with its successors and assigns, is herein called "Grantor," and the **CITY OF STRONGSVILLE**, a municipal corporation, organized and existing under the laws of the State of Ohio, located at 16099 Foltz Parkway, Strongsville, Ohio 44149, which with its successors and assigns is herein called "Grantee."

WHEREAS, the Grantor is the owner in fee simple of certain real estate located in the City of Strongsville, Ohio and known as Permanent Parcel Nos. 396-10-001 and 396-10-002 (hereinafter the "Property" or "Westwood Commons II"); and

WHEREAS, the Grantor and Grantee are parties to a separate certain Project Development Agreement, dated October 20, 2015, concerning in part the subject property which, among other things, calls for said parties to enter into an easement with respect to various Public Infrastructure Improvements on or under the within Property; and

WHEREAS, the Grantor wishes to grant and the Grantee wishes to accept an easement for and access to the Property for the purposes of maintaining, operating, repairing and/or reconstructing various Public Infrastructure Improvements such as but not limited to demolition, relocation and installation of utilities and storm water retention, as well as certain streetscape, lighting, sidewalk and parking lot improvements and to remove and/or replace trees or other items within, across, through and under certain portions of the Property, but excluding the permanent structures and related adjacent areas of sidewalks and landscaping, all of which are shown on the drawing in Exhibit A, and described in Exhibit B, less the exclusions in the legal description in Exhibit B-1, respectively, all attached hereto and incorporated herein by reference and which reflect the "Easement Area."

NOW, THEREFORE, in consideration 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, on its behalf and on behalf of its legal representatives, successors and assigns, hereby gives, grants, bargains and conveys to the Grantee, its successors and assigns for a period of thirty (30) years, a non-exclusive easement and right to enter upon the Easement Area, and to remove and/or replace trees or other items above and below the ground where necessary solely for the purposes of maintaining, operating, repairing and/or reconstructing those Public Infrastructure Improvements reflected on Exhibit A, and described in Exhibits B and B-1 and for no other purposes whatsoever; provided, however, that Grantee shall not be permitted to enter upon or access the Easement Area unless and until (i) Grantor fails to properly operate or make all necessary repairs, maintenance and/or reconstruction to the Public Infrastructure Improvements that in the opinion of the proper local authorities of the Grantee, its successors or assigns, may be necessary or advisable, in order to maintain or operate said Public Infrastructure Improvements and appurtenances in accordance with the ordinances, rules and regulations for the management and protection of such systems of said City of Strongsville, now in force or that may hereafter be adopted ("Grantor Default"); or (ii) an Emergency (as hereinafter defined).

In the event of a Grantor Default, Grantor shall cure said default within 30 days after receipt of written notice from Grantee (or if such default cannot reasonably be cured within said 30 day period, then Grantee shall commence curing said default within 30 days and thereafter diligently pursue the cure actions and complete the same within 60 days). In the event Grantor fails to cure the Grantor Default within the aforementioned time periods, Grantee shall have the right, but not the obligation, to complete said maintenance, repair or replacement of the Public Infrastructure Improvements, and Grantor shall promptly reimburse the Grantee's costs and expenses within thirty (30) days of notice from Grantee of its cost in performing such work. Upon Grantor's failure to make reimbursement to Grantee, the Grantee's Director of Finance be and is hereby authorized to certify to the Cuyahoga County Auditor and Fiscal Officer the foregoing costs which are due and unpaid on the Property, plus interest at the lawful rate, for addition to and extension of the real estate tax duplicate and collection by the County Treasurer against the subject permanent parcel in the same manner as other taxes.

In the event of an emergency condition which threatens the public health, safety or welfare of the residents of the Grantee ("Emergency"), the Grantee will have the right to enter the Easement Area in order to alleviate the Emergency.

Nothing in this Grant of Easement is intended to nor shall it obligate the Grantee to do anything or undertake any actions with regard to the operation, maintenance, repair or reconstruction of the Public Infrastructure Improvements.

The Grantor and Grantee further agree, notwithstanding anything to the contrary in this Grant of Easement or in the Project Development Agreement, that the said

Public Infrastructure Improvements shall remain the sole property of the Grantor, its successors or assigns, and the Grantor, its successors and assigns shall have sole and primary responsibility to operate maintain, repair and/or reconstruct all improvements, including the Public Infrastructure Improvements, on its Property.

Grantor further acknowledges and agrees that Grantee shall not be obligated to maintain landscaping and/or lawn areas, parking lots, driveways, or streets within the Easement Area. Neither Grantor nor its successors or assigns will construct or place on the Easement Area any temporary or permanent structures or anything else that may interfere with the operation, maintenance, repair or reconstruction of the Public Infrastructure Improvements, except those certain improvements which are depicted on Exhibit A attached hereto and incorporated herein that have been approved by Grantee.

Grantor agrees to keep the Easement Area free of materials, equipment, vehicles, trees, shrubbery, and any other temporary or permanent structures or obstructions which would interfere with Grantee's access to the Public Infrastructure Improvements in the event of a Grantor Default. Grantor further agrees to make no alterations to the Property which would increase or reduce the depth of such Public Infrastructure Improvements, without the Grantee's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed; however, notwithstanding the above, all such alterations remain subject to compliance with Grantee's codified ordinances and applicable approval procedures.

If the Grantor desires to alter the Easement Area in any way other than is expressly permitted herein, it must obtain the prior written approval of the Grantee, which approval shall not be unreasonably withheld, conditioned or delayed; however, notwithstanding the above, all such alterations remain subject to compliance with Grantee's codified ordinances and applicable approval procedures. Upon receipt of such approval, the Grantor shall, at its own expense, relocate or reconstruct all or any portion of the Public Infrastructure Improvements which are 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 Public Infrastructure Improvements and appurtenances shall remain the sole property of the Grantor.

The Grantor hereby reserves the right to use the Easement Area for any and all uses not expressly prohibited by, or inconsistent with, the terms of this Grant of Easement. For avoidance of doubt, nothing in this Grant of Easement shall be interpreted as Grantor granting rights to the Grantee, or the public in general, for vehicular parking in the parking stalls located within the Property and specifically within the Easement Area. Grantor reserves the right, at its sole discretion, to reconfigure parking stalls and generally control the use of the parking lots on the Property, so long as such actions do not adversely affect the rights granted to the Grantee pursuant to the terms herein; however, notwithstanding the above, all such reconfigurations remain

subject to compliance with Grantee's codified ordinances and applicable approval procedures.

The Grantor further agrees that the Grantee, its officials, officers, employees, agents, contractors and/or assigns shall be relieved of all liability on account of the operation, maintenance, use, repair or reconstruction of said Public Infrastructure Improvements or failure to perform the same; and Grantor hereby agrees to defend, indemnify and hold harmless the Grantee, its officials, officers, employees, agents, contractors and/or assigns from and against any expense, cost or damage to said Public Infrastructure Improvements, or the Easement Area, or injuries or death to any third parties or property, that said Grantor, its successors or assigns may at any time cause by the installation, reconstruction, maintenance, repair, or other operation or use of the Easement Area or the Public Infrastructure Improvements within the limits of the above-described Grant of Easement or as a result of the Grantor's failing to properly operate, repair or maintain the Easement Area.

Grantor shall purchase from, and, during the period that this Grant of Easement is in force and effect, maintain in a company or companies lawfully authorized or licensed to do business in the State of Ohio, insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages to property which may arise out of or result from Grantor's operations and completed operations, or from its use operation, maintenance, repair or reconstruction of the Property or the Public Infrastructure Improvements, whether by the Grantor or its agents, contractors or representatives or their failure to so operate, maintain or repair. This insurance shall be written for not less than limits of liability specified in this Grant of Easement or required by law, whichever coverage is greater. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Grantee. Grantor shall cause the commercial liability coverage, pollution liability coverage, and excess liability coverage required by this Grant of Easement to include the Grantee as an additional insured for claims caused in whole or in part by any of the Grantor's acts or omissions, and/or any acts or omissions of any subcontractor, agent, or other person or entity directly or indirectly employed by any of them arising out of or relating to the Public Infrastructure Improvements.

The insurance required by this Grant of Easement shall be written for not less than the following limits, or greater if required by law:

(i) Workers' Compensation limits shall be those required by statute.

(ii) Commercial General Liability insurance including liability and blanket coverage, on an occurrence form, which insures against bodily injury, personal and advertising injury and property damage claims with limits of at least One Million Dollars (\$1,000,000) combined single limit each occurrence; Two Million Dollars (\$2,000,000) general aggregate; and Two Million Dollars (\$2,000,000) products/completed operations aggregate. Such insurance shall include the following coverage extensions:

Ongoing Operations, Premises Liability, Products/Completed Operations, Broad Form Property Damage including Completed Operations, Contractual liability (including coverage for the indemnity clause provided under this Agreement), XCU hazards and liability, and Personal Injury Liability with Employment Exclusion deleted.

(iii) Pollution Liability Insurance that provides coverage for bodily injury, property damage, and regulatory clean-up costs arising out of or relating to the presence, release, or threatened release of hazardous substances or pollutants with limits of at least Two Million Dollars (\$2,000,000) per occurrence and an aggregate limit of at least Two Million Dollars (\$2,000,000). Notwithstanding anything herein to the contrary, the Pollution Liability coverage shall only be required during the period of time whereby Grantor is constructing the Public Infrastructure Improvements.

(iv) Excess Liability Insurance with a per occurrence limit of at least Five Million Dollars (\$5,000,000) and an aggregate limit of at least Five Million Dollars (\$5,000,000) over the primary limits of insurance.

The liability insurance required by this Grant of Easement shall: (1) provide that it is primary and non-contributory to any other insurance or self-insurance that the Grantee may have, (2) obligate Grantor to pay any deductible or self-insured retention associated with any claim that is made under the policy, including any claim that may be made by an additional insured, (3) contain waivers of subrogation against the Grantee, (4) contain cross-liability endorsements (and shall not contain insured vs. insured exclusions), and (5) provide that the insurer(s) has/have a duty to defend against potentially covered claims and that the payment of defense costs by the insurer(s) shall not reduce or deplete the limits of liability under the policy(ies). The identity of the insurers and the amounts of any deductibles or self-insured retentions are subject to the Grantee's approval.

Before exposure to liability or a loss may occur, Grantor shall deliver to the Grantee Certificates of Insurance acceptable to all parties evidencing the insurance coverage required by this Grant of Easement. Upon request by the Grantee, Grantor shall deliver to the Grantee copies of any or all of the insurance policies providing the liability insurance required by this Grant of Easement, including copies of any declarations pages and endorsements relating thereto.

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

This Grant of Easement shall inure to the benefit of any person, firm or corporation whom the Grantee, its successors and assigns, shall authorize to undertake

the performance of work within the purpose of this Easement under the circumstances set forth above.

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

This Grant of Easement shall constitute a binding covenant that shall run with the land, and be binding upon and inure to the benefit of the parties, their respective legal representatives, successors and assigns.

TO HAVE AND TO HOLD the above Grant of Easement unto the Grantee, forever.

*[Remainder of page intentionally left blank]*

*[Signature pages to immediately follow]*



IN WITNESS WHEREOF, this instrument is executed this 23 day of October, 2015.

**"GRANTOR"**  
**CAMERON-ALLIE DEVELOPMENT GROUP, LLC**  
(an Ohio limited liability company)

By: [Signature]  
Mike Catanzarite  
Its: Manager

STATE OF OHIO            )  
  ) ss:  
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared the above-named **CAMERON-ALLIE DEVELOPMENT GROUP, LLC**, by Mike Catanzarite, its Manager, 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 and voluntary act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal at Strongsville, Ohio, this 23<sup>rd</sup> day of October, 2015.



CHRISTOPHER M BYRNES  
NOTARY PUBLIC - OHIO  
MY COMMISSION EXPIRES  
AUGUST 10, 2016

[Signature]  
Notary Public

**"GRANTEE"  
CITY OF STRONGSVILLE**

By: Thomas P. Perciak  
Thomas P. Perciak  
Its: Mayor

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF CUYAHOGA)

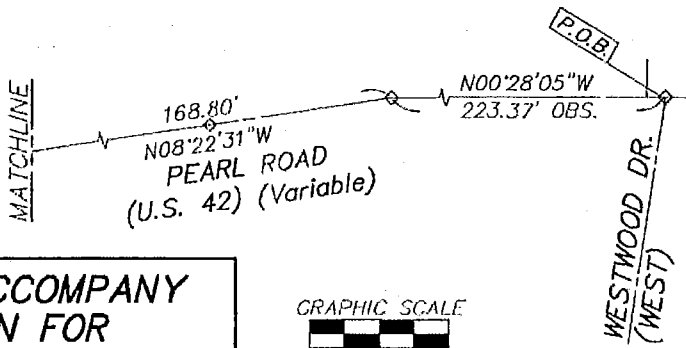
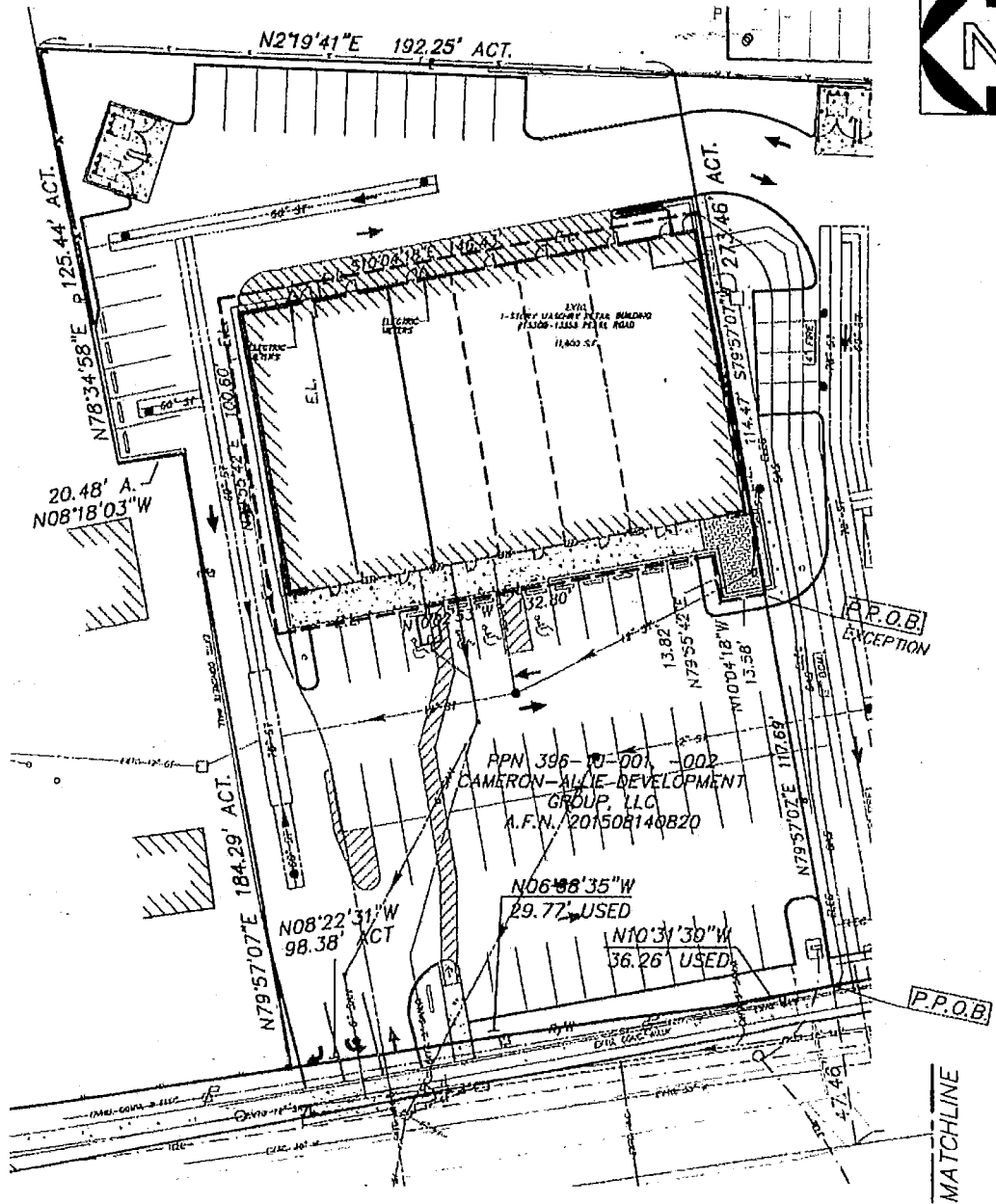
BEFORE ME, a Notary Public in and for said County and State, personally appeared **THE CITY OF STRONGSVILLE**, by Thomas P. Perciak, its Mayor, who acknowledged that he did sign the foregoing instrument and that the same is his free and voluntary act and deed as an officer thereof, and the free act and deed of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this 3<sup>rd</sup> day of November, 2015.



TIFFANY MEKEEL  
Notary Public, State of Ohio  
My Commission Expires 3/1/17  
Recorded in Geauga County

Tiffany Mekeel  
Notary Public



**EXHIBIT "A" TO ACCOMPANY  
LEGAL DESCRIPTION FOR  
P.P.N. 396-10-001 &  
P.P.N. 396-10-002**

BEING PART OF ORIGINAL STRONGSVILLE  
TOWNSHIP LOT 55  
NOW IN THE CITY OF STRONGSVILLE  
CUYAHOGA COUNTY, OHIO

**GRAPHIC SCALE**  
0' 20' 40'

**DONALD G. BOHNING & ASSOCIATES, INC.**  
CIVIL ENGINEERING & SURVEYING  
7879 HUB PARKWAY • VALLEY VIEW, OHIO 44125  
PHONE: (216) 642-1130 FAX: (216) 642-1132

|                        |                        |              |                   |        |
|------------------------|------------------------|--------------|-------------------|--------|
| HORIZ. SCALE<br>1"=40' | DRW<br>M.D.            | CHK.<br>M.A. | DATE<br>SEPT 2015 | 1<br>1 |
| FILE NO.<br>4359EC1exh | ORDER NO.<br>4359 TIFF |              |                   |        |



**DONALD G. BOHNING & ASSOCIATES, INC.**

CIVIL ENGINEERING & SURVEYING

7979 HUB PARKWAY • VALLEY VIEW, OHIO 44125 • (216) 642-1130  
FAX • (216) 642-1132

P.P.N. 396-10-002

DGB 4359-1

July, 2015

LEGAL DESCRIPTION

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Original Strongsville Township Lot 55, and bounded and described as follows:

Beginning at an iron pin monument found in the centerline of Pearl Road (U.S. 42), variable width, at its intersection with the centerline of Westwood Drive (West);

Thence North 00 degrees 28 minutes 05 seconds West along the centerline of Pearl Road, 223.37 feet to an iron pin monument found at a point of intersection;

Thence North 8 degrees 22 minutes 31 seconds West along the centerline of Pearl Road, 168.80 feet to its intersection with the westerly prolongation of the northerly line of Consolidated Parcel "C" as shown by the recorded plat in Volume 380, Page 64 of Cuyahoga County Map Records

Thence North 79 degrees 57 minutes 07 seconds East along the westerly prolongation of the northerly line of said Consolidated Parcel "C", 47.46 feet to an iron pin found (D.G. Bohning Assoc.) at its intersection with the easterly line of Pearl Road and the principal place of beginning of the parcel herein described;

Thence North 10 degrees 31 minutes 30 seconds West along the easterly line of Pearl Road, 36.26 feet to an iron pin set at an angle point, therein;

Thence North 6 degrees 38 minutes 35 seconds West along the easterly line of Pearl Road, 29.77 feet to an iron pin set at an angle point, therein;

Thence North 8 degrees 22 minutes 31 seconds West along the easterly line of Pearl Road, 98.38 feet to its intersection with the southerly line of a parcel of land conveyed to Strongsville Historical Society by deed recorded in Volume 92-7963, Page 15 of the Official Records of Cuyahoga County, and from which point an iron pin set bears South 79 degrees 57 minutes 07 seconds West, 1.00 feet;

Thence North 79 degrees 57 minutes 07 seconds East along the southerly line of said land conveyed to Strongsville Historical Society, 184.29 feet to a drill hole found at an angle point, therein;

Thence North 8 degrees 18 minutes 03 seconds West along the southerly line of said land conveyed to Strongsville Historical Society, 20.48 feet to an iron pin found at an angle point, therein;

Thence North 78 degrees 34 minutes 58 seconds East along the southerly line of said land conveyed to Strongsville Historical Society, 125.44 feet to an iron pin set at its intersection with



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FAX • (216) 642-1132

P.P.N. 396-10-002

DGB 4359-1

the westerly line of a parcel of land conveyed to Strongsville Senior Associates Limited Partnership by deed recorded as A.F.N. 200310280195 of Cuyahoga County Records;

Thence South 02 degrees 19 minutes 41 seconds West along the westerly line of said land conveyed to Strongsville Senior Associates Limited Partnership, 192.25 feet to an iron pin found (D.G. Bohning Assoc.) at its intersection with the northerly line of said Consolidated Parcel "C";

Thence South 79 degrees 57 minutes 07 seconds West along the northerly line of said Consolidated Parcel "C", 273.46 feet to the principal place of beginning and containing 50,298 square feet or 1.1547 acres of land according to the survey by Donald G. Bohning & Associates, Inc. dated July, 2015.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

Michael A. Ackerman

Registered Surveyor No. 8196

M:\adcadd\p\4359-s3\Documents\Legal Description\legal description PPN 396-10-002.doc



Building Exception  
P.P.N. 396-10-001,002  
DGB 4359E-C1

September, 2015

**EXHIBIT B-1**  
LEGAL DESCRIPTION

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Original Strongsville Township Lot 55, and bounded and described as follows:

Beginning in the centerline of Pearl Road (U.S. 42), variable width, at its intersection with the centerline of Westwood Drive (West);

Thence North 00 degrees 28 minutes 05 seconds West along the centerline of Pearl Road, 223.37 feet to an iron pin monument found at a point of intersection;

Thence North 8 degrees 22 minutes 31 seconds West along the centerline of Pearl Road, 168.80 feet to its intersection with the westerly prolongation of the southerly line of a parcel of land conveyed to Cameron-Allie Development Group, LLC by deed recorded as A.F.N. 201508140820 of Cuyahoga County Records;

Thence North 79 degrees 57 minutes 07 seconds East along the westerly prolongation of the southerly line of said land conveyed to Cameron-Allie Development Group, LLC, 47.46 feet to its intersection with the easterly line of Pearl Road;

Thence North 79 degrees 57 minutes 07 seconds East along the southerly line of said land conveyed to Cameron-Allie Development Group, LLC, 117.69 feet to a point, and the principal place of beginning of the parcel herein described;

Thence North 10 degrees 04 minutes 18 seconds West, 13.58 feet to a point;

Thence North 79 degrees 55 minutes 42 seconds East, 13.82 feet to a point;

Thence North 10 degrees 02 minutes 53 seconds West, 132.80 feet to a point;

Thence North 79 degrees 55 minutes 42 seconds East, 100.60 feet to a point;

Thence South 10 degrees 04 minutes 18 seconds East, 146.43 feet to a point;

Thence South 79 degrees 57 minutes 07 seconds West, 114.47 feet to the principal place of beginning and containing 14,919 square feet or 0.3425 acres of land according to the exhibit by Donald G. Bohning & Associates, Inc. dated September, 2015.

Building Exception  
P.P.N. 396-10-001,002  
DGB 4359E-C1

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

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Michael A. Ackerman  
Registered Surveyor No. 8196

*M:\adcadd\p\4359E\Documents\Legals\exception legal description PPN 396-10-002.doc*

**GRANT OF EASEMENT  
FOR  
VARIOUS PUBLIC INFRASTRUCTURE IMPROVEMENTS**

This Grant of Easement is made between **CAMERON-ALLIE DEVELOPMENT GROUP, LLC**, an Ohio limited liability company, located at 13000 Darice Parkway, Strongsville, Ohio 44149, which with its successors and assigns, is herein called "Grantor," and the **CITY OF STRONGSVILLE**, a municipal corporation, organized and existing under the laws of the State of Ohio, located at 16099 Foltz Parkway, Strongsville, Ohio 44149, which with its successors and assigns is herein called "Grantee."

WHEREAS, the Grantor is the owner in fee simple of certain real estate located in the City of Strongsville, Ohio and known as Permanent Parcel No. 396-10-003 (hereinafter the "Property"); and

WHEREAS, the Grantor and Grantee are parties to a separate certain Project Development Agreement, dated Oct. 20, 2015, concerning in part the subject property which, among other things, calls for said parties to enter into an easement with respect to various Public Infrastructure Improvements on or under the within Property; and

WHEREAS, the Grantor wishes to grant and the Grantee wishes to accept an easement for and access to the Property for the purposes of maintaining, operating, repairing and/or reconstructing various Public Infrastructure Improvements such as but not limited to demolition, relocation and installation of utilities and storm water retention, as well as certain streetscape, lighting, sidewalk and parking lot improvements and to remove and/or replace trees or other items within, across, through and under certain portions of the Property, but excluding the permanent structures and related adjacent areas of sidewalks and landscaping, all of which are shown on the drawing in Exhibit A, and described in Exhibit B, less the exclusions in the legal descriptions in Exhibits B-1 and B-2, respectively, all attached hereto and incorporated herein by reference and which reflect the "Easement Area."



NOW, THEREFORE, in consideration 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, on its behalf and on behalf of its legal representatives, successors and assigns, hereby gives, grants, bargains and conveys to the Grantee, its successors and assigns for a period of thirty (30) years, a non-exclusive easement and right to enter upon the Easement Area, and to remove and/or replace trees or other items above and below the ground where necessary solely for the purposes of maintaining, operating, repairing and/or reconstructing those Public Infrastructure Improvements reflected on Exhibit A, and described in Exhibits B, B-1 and B-2 and for no other purposes whatsoever; provided, however, that Grantee shall not be permitted to enter upon or access the Easement Area unless and until (i) Grantor fails to properly operate or make all necessary repairs, maintenance and/or reconstruction to the Public Infrastructure Improvements that in the opinion of the proper local authorities of the Grantee, its successors or assigns, may be necessary or advisable, in order to maintain or operate said Public Infrastructure Improvements and appurtenances in accordance with the ordinances, rules and regulations for the management and protection of such systems of said City of Strongsville, now in force or that may hereafter be adopted ("Grantor Default"); or (ii) an Emergency (as hereinafter defined).

In the event of a Grantor Default, Grantor shall cure said default within 30 days after receipt of written notice from Grantee (or if such default cannot reasonably be cured within said 30 day period, then Grantee shall commence curing said default within 30 days and thereafter diligently pursue the cure actions and complete the same within 60 days). In the event Grantor fails to cure the Grantor Default within the aforementioned time periods, Grantee shall have the right, but not the obligation, to complete said maintenance, repair or replacement of the Public Infrastructure Improvements, and Grantor shall promptly reimburse the Grantee's costs and expenses within thirty (30) days of notice from Grantee of its cost in performing such work. Upon Grantor's failure to make reimbursement to Grantee, the Grantee's Director of Finance be and is hereby authorized to certify to the Cuyahoga County Auditor and Fiscal Officer the foregoing costs which are due and unpaid on the Property, plus interest at the lawful rate, for addition to and extension of the real estate tax duplicate and collection by the County Treasurer against the subject permanent parcel in the same manner as other taxes.

In the event of an emergency condition which threatens the public health, safety or welfare of the residents of the Grantee ("Emergency"), the Grantee will have the right to enter the Easement Area in order to alleviate the Emergency.

Nothing in this Grant of Easement is intended to nor shall it obligate the Grantee to do anything or undertake any actions with regard to the operation, maintenance, repair or reconstruction of the Public Infrastructure Improvements.

The Grantor and Grantee further agree, notwithstanding anything to the contrary in this Grant of Easement or in the Project Development Agreement, that the said

Public Infrastructure Improvements shall remain the sole property of the Grantor, its successors or assigns, and the Grantor, its successors and assigns shall have sole and primary responsibility to operate maintain, repair and/or reconstruct all improvements, including the Public Infrastructure Improvements, on its Property.

Grantor further acknowledges and agrees that Grantee shall not be obligated to maintain landscaping and/or lawn areas, parking lots, driveways, or streets within the Easement Area. Neither Grantor nor its successors or assigns will construct or place on the Easement Area any temporary or permanent structures or anything else that may interfere with the operation, maintenance, repair or reconstruction of the Public Infrastructure Improvements, except those certain improvements which are depicted on Exhibit A attached hereto and incorporated herein that have been approved by Grantee.

Grantor agrees to keep the Easement Area free of materials, equipment, vehicles, trees, shrubbery, and any other temporary or permanent structures or obstructions which would interfere with Grantee's access to the Public Infrastructure Improvements in the event of a Grantor Default. Grantor further agrees to make no alterations to the Property which would increase or reduce the depth of such Public Infrastructure Improvements, without the Grantee's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed; however, notwithstanding the above, all such alterations remain subject to compliance with Grantee's codified ordinances and applicable approval procedures.

If the Grantor desires to alter the Easement Area in any way other than is expressly permitted herein, it must obtain the prior written approval of the Grantee, which approval shall not be unreasonably withheld, conditioned or delayed; however, notwithstanding the above, all such alterations remain subject to compliance with Grantee's codified ordinances and applicable approval procedures. Upon receipt of such approval, the Grantor shall, at its own expense, relocate or reconstruct all or any portion of the Public Infrastructure Improvements which are 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 Public Infrastructure Improvements and appurtenances shall remain the sole property of the Grantor.

The Grantor hereby reserves the right to use the Easement Area for any and all uses not expressly prohibited by, or inconsistent with, the terms of this Grant of Easement. For avoidance of doubt, nothing in this Grant of Easement shall be interpreted as Grantor granting rights to the Grantee, or the public in general, for vehicular parking in the parking stalls located within the Property and specifically within the Easement Area. Grantor reserves the right, at its sole discretion, to reconfigure parking stalls and generally control the use of the parking lots on the Property, so long as such actions do not adversely affect the rights granted to the Grantee pursuant to the terms herein; however, notwithstanding the above, all such reconfigurations remain

subject to compliance with Grantee's codified ordinances and applicable approval procedures.

The Grantor further agrees that the Grantee, its officials, officers, employees, agents, contractors and/or assigns shall be relieved of all liability on account of the operation, maintenance, use, repair or reconstruction of said Public Infrastructure Improvements or failure to perform the same; and Grantor hereby agrees to defend, indemnify and hold harmless the Grantee, its officials, officers, employees, agents, contractors and/or assigns from and against any expense, cost or damage to said Public Infrastructure Improvements, or the Easement Area, or injuries or death to any third parties or property, that said Grantor, its successors or assigns may at any time cause by the installation, reconstruction, maintenance, repair, or other operation or use of the Easement Area or the Public Infrastructure Improvements within the limits of the above-described Grant of Easement or as a result of the Grantor's failing to properly operate, repair or maintain the Easement Area.

Grantor shall purchase from, and, during the period that this Grant of Easement is in force and effect, maintain in a company or companies lawfully authorized or licensed to do business in the State of Ohio, insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages to property which may arise out of or result from Grantor's operations and completed operations, or from its use operation, maintenance, repair or reconstruction of the Property or the Public Infrastructure Improvements, whether by the Grantor or its agents, contractors or representatives or their failure to so operate, maintain or repair. This insurance shall be written for not less than limits of liability specified in this Grant of Easement or required by law, whichever coverage is greater. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Grantee. Grantor shall cause the commercial liability coverage, pollution liability coverage, and excess liability coverage required by this Grant of Easement to include the Grantee as an additional insured for claims caused in whole or in part by any of the Grantor's acts or omissions, and/or any acts or omissions of any subcontractor, agent, or other person or entity directly or indirectly employed by any of them arising out of or relating to the Public Infrastructure Improvements.

The insurance required by this Grant of Easement shall be written for not less than the following limits, or greater if required by law:

(i) Workers' Compensation limits shall be those required by statute.

(ii) Commercial General Liability insurance including liability and blanket coverage, on an occurrence form, which insures against bodily injury, personal and advertising injury and property damage claims with limits of at least One Million Dollars (\$1,000,000) combined single limit each occurrence; Two Million Dollars (\$2,000,000) general aggregate; and Two Million Dollars (\$2,000,000) products/completed operations aggregate. Such insurance shall include the following coverage extensions:

Ongoing Operations, Premises Liability, Products/Completed Operations, Broad Form Property Damage including Completed Operations, Contractual liability (including coverage for the indemnity clause provided under this Agreement), XCU hazards and liability, and Personal Injury Liability with Employment Exclusion deleted.

(iii) Pollution Liability Insurance that provides coverage for bodily injury, property damage, and regulatory clean-up costs arising out of or relating to the presence, release, or threatened release of hazardous substances or pollutants with limits of at least Two Million Dollars (\$2,000,000) per occurrence and an aggregate limit of at least Two Million Dollars (\$2,000,000). Notwithstanding anything herein to the contrary, the Pollution Liability coverage shall only be required during the period of time whereby Grantor is constructing the Public Infrastructure Improvements.

(iv) Excess Liability Insurance with a per occurrence limit of at least Five Million Dollars (\$5,000,000) and an aggregate limit of at least Five Million Dollars (\$5,000,000) over the primary limits of insurance.

The liability insurance required by this Grant of Easement shall: (1) provide that it is primary and non-contributory to any other insurance or self-insurance that the Grantee may have, (2) obligate Grantor to pay any deductible or self-insured retention associated with any claim that is made under the policy, including any claim that may be made by an additional insured, (3) contain waivers of subrogation against the Grantee, (4) contain cross-liability endorsements (and shall not contain insured vs. insured exclusions), and (5) provide that the insurer(s) has/have a duty to defend against potentially covered claims and that the payment of defense costs by the insurer(s) shall not reduce or deplete the limits of liability under the policy(ies). The identity of the insurers and the amounts of any deductibles or self-insured retentions are subject to the Grantee's approval.

Before exposure to liability or a loss may occur, Grantor shall deliver to the Grantee Certificates of Insurance acceptable to all parties evidencing the insurance coverage required by this Grant of Easement. Upon request by the Grantee, Grantor shall deliver to the Grantee copies of any or all of the insurance policies providing the liability insurance required by this Grant of Easement, including copies of any declarations pages and endorsements relating thereto.

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

This Grant of Easement shall inure to the benefit of any person, firm or corporation whom the Grantee, its successors and assigns, shall authorize to undertake

the performance of work within the purpose of this Easement under the circumstances set forth above.

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

This Grant of Easement shall constitute a binding covenant that shall run with the land, and be binding upon and inure to the benefit of the parties, their respective legal representatives, successors and assigns.

TO HAVE AND TO HOLD the above Grant of Easement unto the Grantee, forever.

*[Remainder of page intentionally left blank]*

*[Signature pages to immediately follow]*

IN WITNESS WHEREOF, this instrument is executed this 23 day of October, 2015.

**"GRANTOR"**  
**CAMERON-ALLIE DEVELOPMENT GROUP, LLC**  
**(an Ohio limited liability company)**

By: [Signature]  
Mike Catanzarite  
Its: Manager

STATE OF OHIO            )  
                                  ) ss:  
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared the above-named **CAMERON-ALLIE DEVELOPMENT GROUP, LLC**, by Mike Catanzarite, its Manager, 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 and voluntary act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal at Strongsville, Ohio, this 23 day of OCTOBER, 2015.



CHRISTOPHER M BYRNES  
NOTARY PUBLIC - OHIO  
MY COMMISSION EXPIRES  
AUGUST 10, 2016

[Signature]  
Notary Public

**"GRANTEE"  
CITY OF STRONGSVILLE**

By: Thomas P. Perciak  
Thomas P. Perciak  
Its: Mayor

STATE OF OHIO            )  
                                  ) ss:  
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared **THE CITY OF STRONGSVILLE**, 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 an officer thereof, and the free act and deed of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this 3<sup>rd</sup> day of November, 2015.

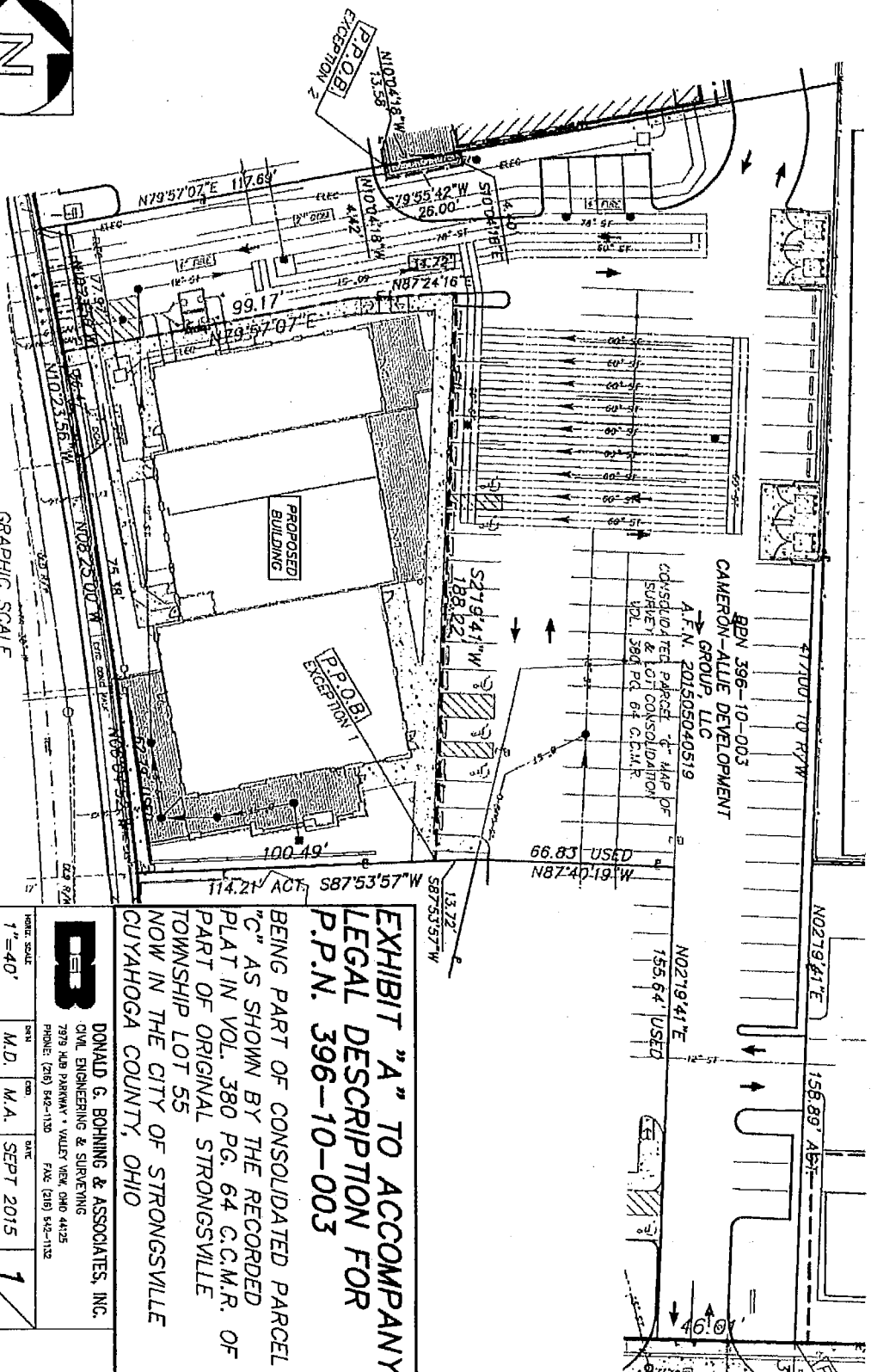


TIFFANY MEKEEL  
Notary Public, State of Ohio  
My Commission Expires 3/1/17  
Recorded in Geauga County

Tiffany Mekeel  
Notary Public



GRAPHIC SCALE  
0 20' 40'

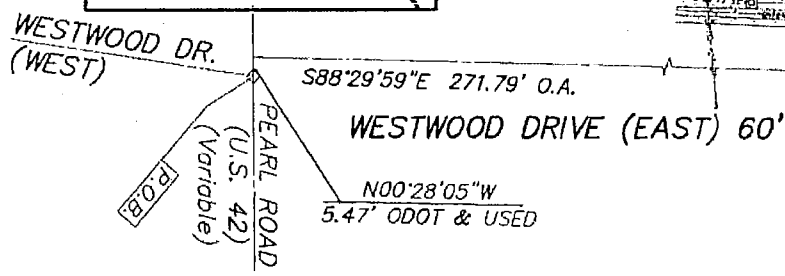


BEN 396-10-003  
CAMERON-ALLIE DEVELOPMENT  
GROUP, LLC  
A.F.N. P01505040519  
CONSOLIDATED PARCEL & MAP OF  
SUBDIVISION & LOT CONSOLIDATION  
VOL. 368 PG. 64 C.C.M.R.

**EXHIBIT "A" TO ACCOMPANY  
LEGAL DESCRIPTION FOR  
P.P.N. 396-10-003**

BEING PART OF CONSOLIDATED PARCEL  
"C" AS SHOWN BY THE RECORDED  
PLAT IN VOL. 380 PG. 64 C.C.M.R. OF  
PART OF ORIGINAL STRONGSVILLE  
TOWNSHIP LOT 55  
NOW IN THE CITY OF STRONGSVILLE  
CUYAHOGA COUNTY, OHIO

|  |                          |   |                                |
|--|--------------------------|---|--------------------------------|
|  |                          | <b>DONALD G. BOHNING &amp; ASSOCIATES, INC.</b><br>CIVIL ENGINEERING & SURVEYING<br>7979 HUB PARKWAY • VALLEY VIEW, OHIO 44125<br>PHONE: (216) 842-1130 FAX: (216) 842-1132 |                                |
| HORIZONTAL SCALE<br><b>1"=40'</b><br>VERTICAL SCALE<br><b>1"=40'</b> | DATE<br><b>SEPT 2015</b> | DRAWN BY<br><b>4359 TFFF</b>  | CHECKED BY<br><b>4359 TFFF</b> |





Consolidated Parcel "C"  
DGB 4359-1

January, 2015

LEGAL DESCRIPTION

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Original Strongsville Township Lot 55, and bounded and described as follows:

Beginning at an iron pin monument found in the centerline of Pearl Road (U.S. 42), variable width, at its intersection with the centerline of Westwood Drive (West);

Thence North 00 degrees 28 minutes 05 seconds West along the centerline of Pearl Road, 5.47 feet to its intersection with the centerline of Westwood Drive (East), 60 feet wide;

Thence South 88 degrees 29 minutes 59 seconds East along the centerline of Westwood Drive (East), 271.79 feet to its intersection with the southerly prolongation of the easterly line of Consolidated Parcel "B1" as shown by the recorded plat in Volume 379, Page 59 of Cuyahoga County Map Records, being also the easterly line of deed parcel 3 of land conveyed to Cameron-Allie Development Group, LLC by deed recorded as A.F.N. 201412290675 of Cuyahoga County Records;

Thence North 02 degrees 19 minutes 41 seconds East, 30.00 feet to its intersection with the northerly line of Westwood Drive (East), and the principal place of beginning of the parcel herein described, and from which point a 1" iron pipe found bears North 02 degrees 19 minutes 41 seconds East, 0.27 feet;

Thence North 88 degrees 29 minutes 59 seconds West along the northerly line of Westwood Drive (East), 46.01 feet to an iron pin set at its intersection with the westerly line of said so conveyed;

Thence North 02 degrees 19 minutes 41 seconds East along said westerly line of Consolidated Parcel "B1", 155.64 feet to an iron pin set at its intersection with a southerly line of said Consolidated Parcel "B1";

Thence North 87 degrees 40 minutes 19 seconds West, 66.83 feet to the northeasterly corner of a parcel of land conveyed to Justice Enterprises, LLC by deed recorded as A.F.N. 201212240119 of Cuyahoga County Records, and from which point a capped iron pin found (H&A LTD) bears South 76 degrees 35 minutes 31 seconds East, 0.05 feet;

Thence South 87 degrees 53 minutes 57 seconds West along the northerly line of said land conveyed to Justice Enterprises, LLC, 114.21 feet to its intersection with the easterly line of Pearl Road, variable width, and from which point a capped iron pin found (H&A LTD) bears South 87 degrees 53 minutes 57 seconds East, 0.04 feet;

Thence North 06 degrees 04 minutes 52 seconds West along the easterly line of Pearl Road, 62.79 feet to an iron pin set at its intersection with the northerly line of deed parcel 2 of land conveyed

Consolidated Parcel "C"

DGB 4359-1

to Cameron-Allie Development Group, LLC, by deed recorded as A.F.N. 201501050348 of Cuyahoga County Records;

Thence North 08 degrees 25 minutes 00 seconds West along the easterly line of Pearl Road, 75.38 feet to its intersection with the northerly line of deed parcel 1 of land conveyed to Cameron-Allie Development Group, LLC, by deed recorded as A.F.N. 2015010348 of Cuyahoga County Records, and from which point a nail found bears South 81 degrees 35 minutes 00 seconds West, 0.08 feet;

Thence North 10 degrees 23 minutes 56 seconds West along the easterly line of Pearl Road, 77.97 feet to an iron pin set at its intersection with the southerly line of a parcel of land conveyed to Pearl 66 Phase II LLC by deed recorded as A.F.N. 200004210807 of Cuyahoga County Records;

Thence North 79 degrees 57 minutes 07 seconds East along said southerly line of land conveyed to Pearl 66 Phase II LLC, 273.46 feet to an iron pin set at its intersection with the westerly line of a parcel of land conveyed to Strongsville Senior Associates Limited Partnership by deed recorded as A.F.N. 200310280195 of Cuyahoga County Records;

Thence South 02 degrees 19 minutes 41 seconds West along the westerly line of said land conveyed to Strongsville Senior Associates Limited Partnership and said easterly line of Consolidated Parcel "B1", 417.00 feet to the principal place of beginning and containing 65,491 square feet or 1.5035 acres of land according to the survey by Donald G. Bohning & Associates, Inc. dated January, 2015.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

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Michael A. Ackerman  
Registered Surveyor No. 8196

*M:\adcadd\p\4359-S2\documents\legal descriptions\legal description consolidated parcel C.doc*

Exception 1  
Consolidated Parcel "C"  
P.P.N. 396-10-003  
DGB 4359E-C1

September, 2015

EXHIBIT B-1  
LEGAL DESCRIPTION

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Consolidated Parcel "C" of part of Original Strongsville Township Lot 55, as recorded in Volume 380, Page 64 of Cuyahoga County Map Records and bounded and described as follows:

Beginning in the centerline of Pearl Road (U.S. 42), variable width, at its intersection with the centerline of Westwood Drive (West);

Thence North 00 degrees 28 minutes 05 seconds West along the centerline of Pearl Road, 5.47 feet to its intersection with the centerline of Westwood Drive (East), 60 feet wide;

Thence South 88 degrees 29 minutes 59 seconds East along the centerline of Westwood Drive (East), 271.79 feet to its intersection with the southerly prolongation of the easterly line of said Consolidated Parcel "C";

Thence North 02 degrees 19 minutes 41 seconds East, 30.00 feet to its intersection with the northerly line of Westwood Drive (East);

Thence North 88 degrees 29 minutes 59 seconds West along the northerly line of Westwood Drive (East), 46.01 feet to its intersection with the westerly line of said Consolidated Parcel "C";

Thence North 02 degrees 19 minutes 41 seconds East along the westerly line of said Consolidated Parcel "C", 155.64 feet to its intersection with a southerly line of said Consolidated Parcel "C";

Thence North 87 degrees 40 minutes 19 seconds West along a southerly line of said Consolidated Parcel "C", 66.83 feet to an angle point therein;

Thence South 87 degrees 53 minutes 57 seconds West along a southerly line of said Consolidated Parcel "C", 13.72 feet to a point and the principal place of beginning of the parcel herein described;

Thence South 87 degrees 53 minutes 57 seconds West along a southerly line of said Consolidated Parcel "C", 100.49 feet to its intersection with the easterly line of Pearl Road and the principal place of beginning of the parcel herein described;

Thence North 06 degrees 04 minutes 52 seconds West along the easterly line of Pearl Road, 62.79 feet to an angle point, therein;

Exception 1  
Consolidated Parcel "C"  
P.P.N. 396-10-003  
DGB 4359E-C1

Thence North 08 degrees 25 minutes 00 seconds West along the easterly line of Pearl Road, 75.38 feet to an angle point, therein;

Thence North 10 degrees 23 minutes 56 seconds West along the easterly line of Pearl Road, 36.47 feet to a point;

Thence North 79 degrees 57 minutes 07 seconds East, 99.17 feet to a point;

Thence North 87 degrees 24 minutes 16 seconds West, 34.72 feet to a point;

Thence South 2 degrees 19 minutes 41 seconds West, 188.22 feet to the principal place of beginning and containing 21,095 square feet or 0.4842 acres of land according to the exhibit by Donald G. Bohning & Associates, Inc. dated September, 2015.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

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Michael A. Ackerman  
Registered Surveyor No. 8196

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Exception 2  
Consolidated Parcel "C"  
P.P.N. 396-10-003  
DGB 4359E - C1

September, 2015

**EXHIBIT B-2**  
**LEGAL DESCRIPTION**

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Consolidated Parcel "C" of part of Original Strongsville Township Lot 55, as recorded in Volume 380, Page 64 of Cuyahoga County Map Records and bounded and described as follows:

Beginning in the centerline of Pearl Road (U.S. 42), variable width, at its intersection with the centerline of Westwood Drive (West);

Thence North 00 degrees 28 minutes 05 seconds West along the centerline of Pearl Road, 5.47 feet to its intersection with the centerline of Westwood Drive (East), 60 feet wide;

Thence South 88 degrees 29 minutes 59 seconds East along the centerline of Westwood Drive (East), 271.79 feet to its intersection with the southerly prolongation of the easterly line of said Consolidated Parcel "C";

Thence North 02 degrees 19 minutes 41 seconds East, 30.00 feet to its intersection with the northerly line of Westwood Drive (East);

Thence North 88 degrees 29 minutes 59 seconds West along the northerly line of Westwood Drive (East), 46.01 feet to its intersection with the westerly line of said Consolidated Parcel "C";

Thence North 02 degrees 19 minutes 41 seconds East along the westerly line of said Consolidated Parcel "C", 155.64 feet to its intersection with a southerly line of said Consolidated Parcel "C";

Thence North 87 degrees 40 minutes 19 seconds West along a southerly line of said Consolidated Parcel "C", 66.83 feet to the northeasterly corner of a parcel of land conveyed to Justice Enterprises, LLC by deed recorded as A.F.N. 201212240119 of Cuyahoga County Records;

Thence South 87 degrees 53 minutes 57 seconds West along the northerly line of said land conveyed to Justice Enterprises, LLC, 114.21 feet to its intersection with the easterly line of Pearl Road;

Thence North 06 degrees 04 minutes 52 seconds West along the easterly line of Pearl Road, 62.79 feet to an angle point, therein;

Exception 2  
Consolidated Parcel "C"  
P.P.N. 396-10-003  
DGB 4359E - C1

Thence North 08 degrees 25 minutes 00 seconds West along the easterly line of Pearl Road, 75.38 feet to an angle point, therein;

Thence North 10 degrees 23 minutes 56 seconds West along the easterly line of Pearl Road, 77.97 feet to its intersection with the northerly line of said Consolidated Parcel "C";

Thence North 79 degrees 57 minutes 07 seconds East along the northerly line of said Consolidated Parcel "C", 117.69 feet to a point, and the principal place of beginning of the parcel herein described;

Thence North 79 degrees 57 minutes 07 seconds East along the northerly line of said Consolidated Parcel "C", 26.00 feet to a point;

Thence South 10 degrees 4 minutes 18 seconds East, 4.40 feet to a point;

Thence South 79 degrees 55 minutes 42 seconds West, 26.00 feet to a point;

Thence North 10 degrees 4 minutes 18 seconds West, 4.42 feet to the principal place of beginning and containing 114 square feet of land according to the exhibit by Donald G. Bohning & Associates, Inc. dated September, 2015.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

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Michael A. Ackerman  
Registered Surveyor No. 8196

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**GRANT OF EASEMENT  
FOR  
VARIOUS PUBLIC INFRASTRUCTURE IMPROVEMENTS**

This Grant of Easement is made between **RICHARD F. SCHAEFFER**, as Trustee of the Richard F. Schaeffer Trust Agreement dated September 20, 2007, as amended, and **DOROTHY E. SCHAEFFER**, as Trustee of the Dorothy E. Schaeffer Trust Agreement dated September 20, 2007, as amended, each with an address at 9507 Highland Drive, Brecksville, Ohio 44141, which with their legal representatives, successors and assigns, are herein collectively called "Grantor," and the **CITY OF STRONGSVILLE**, a municipal corporation, organized and existing under the laws of the State of Ohio, located at 16099 Foltz Parkway, Strongsville, Ohio 44149, which with its successors and assigns is herein called "Grantee."

WHEREAS, the Grantor is the owner in fee simple of certain real estate located in the City of Strongsville, Ohio and known as Permanent Parcel No. 396-10-010 (hereinafter the "Property"); and

WHEREAS, the Property is located adjacent to, and to an extent comprises part of, a to-be-constructed retail project known as "Westwood Commons" being developed by Cameron-Allie Development Group LLC ("Developer");

WHEREAS, Grantor and Developer are parties to that certain Reciprocal Easement and Restrictive Covenant Agreement dated \_\_\_\_\_ (the "REA"), whereby the parties granted to each other, subject to the terms and conditions set forth therein, certain easement rights over their respective parcels and imposed certain restrictive covenants with respect to the use of the parcels, including but not limited to, the right of Developer to construct certain Public Infrastructure Improvements (as hereinafter defined) on the Property and to maintain said improvements during the term of the REA; and

WHEREAS, Grantee and Developer are parties to a separate certain Project Development Agreement, dated Oct. 20, 2015 ("PDA"), concerning in part the

Property which, among other things, calls for said parties to enter into an easement with respect to various Public Infrastructure Improvements on or under the within Property; and

WHEREAS, the Grantor, consistent with the terms of the REA and PDA, hereby wishes to grant, and the Grantee wishes to accept, an easement for and access to the Property for the purposes of maintaining, operating, repairing and/or reconstructing various Public Infrastructure Improvements such as but not limited to nor necessarily including all of the following: demolition, relocation and installation of utilities and storm water retention, as well as certain streetscape, lighting, sidewalk and parking lot improvements and to remove and/or replace trees or other items within, across, through and under certain portions of the Property, but excluding the permanent structures and related adjacent areas of sidewalks and landscaping, all of which are shown on the drawing in Exhibit A, and described in Exhibit B, less the exclusions in the legal description in Exhibit B-1, respectively, all attached hereto and incorporated herein by reference and which reflect the "Easement Area."

NOW, THEREFORE, in consideration 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, on its behalf and on behalf of its legal representatives, successors and assigns, hereby gives, grants, bargains and conveys to the Grantee, its successors and assigns for a period of thirty (30) years, a non-exclusive easement and right to enter upon the Easement Area, and to remove and/or replace trees or other items above and below the ground where necessary for the purposes of maintaining, operating, repairing and/or reconstructing those Public Infrastructure Improvements reflected on Exhibit A, and described in Exhibits B and B-1 and for no other purposes whatsoever; provided, however, that Grantee shall not be permitted to enter upon or access the Easement Area unless and until (i) Grantor fails to properly operate or make all necessary repairs, maintenance and/or reconstruction to the Public Infrastructure Improvements that in the opinion of the proper local authorities of the Grantee, its successors or assigns, may be necessary or advisable, in order to maintain or operate said Public Infrastructure Improvements and appurtenances in accordance with the ordinances, rules and regulations for the management and protection of such systems of said City of Strongsville, now in force or that may hereafter be adopted ("Grantor Default"); or (ii) an Emergency (as hereinafter defined).

In the event of a Grantor Default, Grantor shall cure said default within 30 days after receipt of written notice from Grantee (or if such default cannot reasonably be cured within said 30 day period, then Grantee shall commence curing said default within 30 days and thereafter diligently pursue the cure actions and complete the same within 60 days). In the event Grantor fails to cure the Grantor Default within the aforementioned time periods, Grantee shall have the right, but not the obligation, to complete said maintenance, repair or replacement of the Public Infrastructure Improvements, and Grantor shall promptly reimburse the Grantee's costs and expenses



within thirty (30) days of notice from Grantee of its cost in performing such work. Upon Grantor's failure to make reimbursement to Grantee, the Grantee's Director of Finance be and is hereby authorized to certify to the Cuyahoga County Auditor and Fiscal Officer the foregoing costs which are due and unpaid on the Property, plus interest at the lawful rate, for addition to and extension of the real estate tax duplicate and collection by the County Treasurer against the subject permanent parcel in the same manner as other taxes.

In the event of an emergency condition which threatens the public health, safety or welfare of the residents of the Grantee ("Emergency"), the Grantee will have the right to enter the Easement Area in order to alleviate the Emergency.

Nothing in this Grant of Easement is intended to nor shall it obligate the Grantee to do anything or undertake any actions with regard to the operation, maintenance, repair or reconstruction of the Public Infrastructure Improvements.

The Grantor and Grantee further agree, notwithstanding anything to the contrary in this Grant of Easement or in the PDA, that the said Public Infrastructure Improvements shall remain the sole property of the Grantor, its successors or assigns, and the Grantor, its successors and assigns shall have sole and primary responsibility to operate maintain, repair and/or reconstruct all improvements, including the Public Infrastructure Improvements, on its Property.

Grantor further acknowledges and agrees that Grantee shall not be obligated to maintain landscaping and/or lawn areas, parking lots, driveways, or streets within the Easement Area. Neither Grantor nor its successors or assigns will construct or place on the Easement Area any temporary or permanent structures or anything else that may interfere with the operation, maintenance, repair or reconstruction of the Public Infrastructure Improvements, except those certain improvements which are depicted on Exhibit A attached hereto and incorporated herein that have been approved by Grantee.

Grantor agrees to keep the Easement Area free of materials, equipment, vehicles, trees, shrubbery, and any other temporary or permanent structures or obstructions which would interfere with Grantee's access to the Public Infrastructure Improvements in the event of a Grantor Default. Grantor further agrees to make no alterations to the Property which would increase or reduce the depth of such Public Infrastructure Improvements, without the Grantee's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed; however, notwithstanding the above, all such alterations remain subject to compliance with Grantee's codified ordinances and applicable approval procedures.

If the Grantor desires to alter the Easement Area in any way other than is expressly permitted herein, it must obtain the prior written approval of the Grantee, which approval shall not be unreasonably withheld, conditioned or delayed; however, notwithstanding the above, all such alterations remain subject to compliance with Grantee's codified ordinances and applicable approval procedures.

Upon receipt of such approval, the Grantor shall, at its own expense, relocate or reconstruct all or any portion of the Public Infrastructure Improvements which are 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 Public Infrastructure Improvements and appurtenances shall remain the sole property of the Grantor.

The Grantor hereby reserves the right to use the Easement Area for any and all uses not expressly prohibited by, or inconsistent with, the terms of this Grant of Easement. For avoidance of doubt, nothing in this Grant of Easement shall be interpreted as Grantor granting rights to the Grantee, or the public in general, for vehicular parking in the parking stalls located within the Property and specifically within the Easement Area. Grantor reserves the right, at its sole discretion, to reconfigure parking stalls and generally control the use of the parking lots on the Property, so long as such actions do not adversely affect the rights granted to the Grantee pursuant to the terms herein; however, notwithstanding the above, all such reconfigurations remain subject to compliance with Grantee's codified ordinances and applicable approval procedures.

The Grantor further agrees that the Grantee, its officials, officers, employees, agents, contractors and/or assigns shall be relieved of all liability on account of the operation, maintenance, use, repair or reconstruction of said Public Infrastructure Improvements or failure to perform the same; and Grantor hereby agrees to defend, indemnify and hold harmless the Grantee, its officials, officers, employees, agents, contractors and/or assigns from and against any expense, cost or damage to said Public Infrastructure Improvements, or the Easement Area, or injuries or death to any third parties or property, that said Grantor, its successors or assigns may at any time cause by the installation, reconstruction, maintenance, repair, or other operation or use of the Easement Area or the Public Infrastructure Improvements within the limits of the above-described Grant of Easement or as a result of the Grantor's failing to properly operate, repair or maintain the Easement Area, except incidents related to Grantee's negligence or willful misconduct.

Pursuant to the terms of the PDA, Developer is required by Grantee, to purchase from, and, during the period that this Grant of Easement is in force and effect, maintain in a company or companies lawfully authorized or licensed to do business in the State of Ohio, insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages to property which may arise out of or result from Developer's operations and completed operations, or from its use operation, maintenance, repair or reconstruction of the Property or the Public Infrastructure Improvements, whether by the Developer or its agents, contractors or representatives or their failure to so operate, maintain or repair. The insurance shall be written for not less than limits of liability specified in this Grant of Easement or required by law, whichever coverage is greater. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Grantee. Pursuant to the terms of the PDA, Developer shall also

cause the commercial liability coverage, pollution liability coverage, and excess liability coverage to include the Grantee as an additional insured for claims caused in whole or in part by any of the Developer's acts or omissions, and/or any acts or omissions of any subcontractor, agent, or other person or entity directly or indirectly employed by any of them arising out of or relating to the Public Infrastructure Improvements.

The insurance that Developer is required to maintain shall be written for not less than the following limits, or greater if required by law:

(i) Workers' Compensation limits shall be those required by statute.

(ii) Commercial General Liability insurance including liability and blanket coverage, on an occurrence form, which insures against bodily injury, personal and advertising injury and property damage claims with limits of at least One Million Dollars (\$1,000,000) combined single limit each occurrence; Two Million Dollars (\$2,000,000) general aggregate; and Two Million Dollars (\$2,000,000) products/completed operations aggregate. Such insurance shall include the following coverage extensions: Ongoing Operations, Premises Liability, Products/Completed Operations, Broad Form Property Damage including Completed Operations, Contractual liability (including coverage for the indemnity clause provided under this Agreement), XCU hazards and liability, and Personal Injury Liability with Employment Exclusion deleted.

(iii) Pollution Liability Insurance that provides coverage for bodily injury, property damage, and regulatory clean-up costs arising out of or relating to the presence, release, or threatened release of hazardous substances or pollutants with limits of at least Two Million Dollars (\$2,000,000) per occurrence and an aggregate limit of at least Two Million Dollars (\$2,000,000). Notwithstanding anything herein to the contrary, the Pollution Liability coverage shall only be required during the period of time whereby Grantor is constructing the Public Infrastructure Improvements.

(iv) Excess Liability Insurance with a per occurrence limit of at least Five Million Dollars (\$5,000,000) and an aggregate limit of at least Five Million Dollars (\$5,000,000) over the primary limits of insurance.

The liability insurance required pursuant to the terms of the PDA shall: (1) provide that it is primary and non-contributory to any other insurance or self-insurance that the Grantee may have, (2) obligate Developer to pay any deductible or self-insured retention associated with any claim that is made under the policy, including any claim that may be made by an additional insured, (3) contain waivers of subrogation against the Grantee, (4) contain cross-liability endorsements (and shall not contain insured vs. insured exclusions), and (5) provide that the insurer(s) has/have a duty to defend against potentially covered claims and that the payment of defense costs by the insurer(s) shall not reduce or deplete the limits of liability under the policy(ies). The identity of the insurers and the amounts of any deductibles or self-insured retentions are subject to the Grantee's approval.

Before exposure to liability or a loss may occur, Developer is required to deliver to the Grantee Certificates of Insurance acceptable to the Developer and the Grantee evidencing the insurance coverage required by the PDA. Upon request by the Grantee, Grantor shall deliver to the Grantee copies of any or all of the insurance policies providing the liability insurance required by this Grant of Easement, including copies of any declarations pages and endorsements relating thereto.

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

This Grant of Easement shall inure to the benefit of any person, firm or corporation whom the Grantee, its successors and assigns, shall authorize to undertake the performance of work within the purpose of this Easement under the circumstances set forth above.

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

This Grant of Easement shall constitute a binding covenant that shall run with the land, and be binding upon and inure to the benefit of the parties, their respective legal representatives, successors and assigns.

TO HAVE AND TO HOLD the above Grant of Easement unto the Grantee, forever.

*[Remainder of page intentionally blank.]*

*[Signature pages to immediately follow.]*

IN WITNESS WHEREOF, this instrument is executed this 24<sup>th</sup> day of October, 2015.

**"GRANTOR"**

**Richard F. Schaeffer, as Trustee of the Richard F. Schaeffer Trust Agreement dated September 20, 2007, as amended**

By: Richard F. Schaeffer  
Richard F. Schaeffer  
Its: Trustee

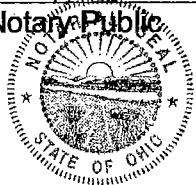
**Dorothy E. Schaeffer, as Trustee of the Dorothy E. Schaeffer Trust Agreement dated September 20, 2007, as amended**

By: Dorothy E. Schaeffer  
Dorothy E. Schaeffer  
Its: Trustee

STATE OF OHIO            )  
  ) ss:  
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared the above-named **RICHARD F. SCHAEFFER, as Trustee of the Richard F. Schaeffer Trust Agreement dated September 20, 2007, as amended, and DOROTHY E. SCHAEFFER, as Trustee of the Dorothy E. Schaeffer Trust Agreement dated September 20, 2007, as amended**, who acknowledged that they did sign the foregoing instrument and that the same is their free and voluntary act and deed as such Trustees, and the free and voluntary act and deed of said Trusts.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal at **Strongsville, Ohio**, this 24<sup>th</sup> day of October, 2015.  
Broadview Heights

Theresa M. Emch  
Notary Public  
  
THERESA M. EMCH, NOTARY  
STATE OF OHIO  
MY COMMISSION EXPIRES: 9/8/18

**"GRANTEE"  
CITY OF STRONGSVILLE**

By: *Thomas P. Perciak*  
Thomas P. Perciak  
Its: Mayor

STATE OF OHIO            )  
                                  ) ss:  
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared **THE CITY OF STRONGSVILLE**, 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 an officer thereof, and the free act and deed of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this 3<sup>rd</sup> day of November, 2015.




TIFFANY MEKEEL  
Notary Public, State of Ohio  
My Commission Expires 3/1/17  
Recorded in Geauga County

*Tiffany Mekeel*  
Notary Public

As to the insurance requirements as set forth in this Grant of Easement

**"DEVELOPER"**  
**CAMERON-ALLIE DEVELOPMENT  
GROUP, LLC**  
(an Ohio limited liability company)

By: *Mike Catanzarite*  
Mike Catanzarite, Its Manager

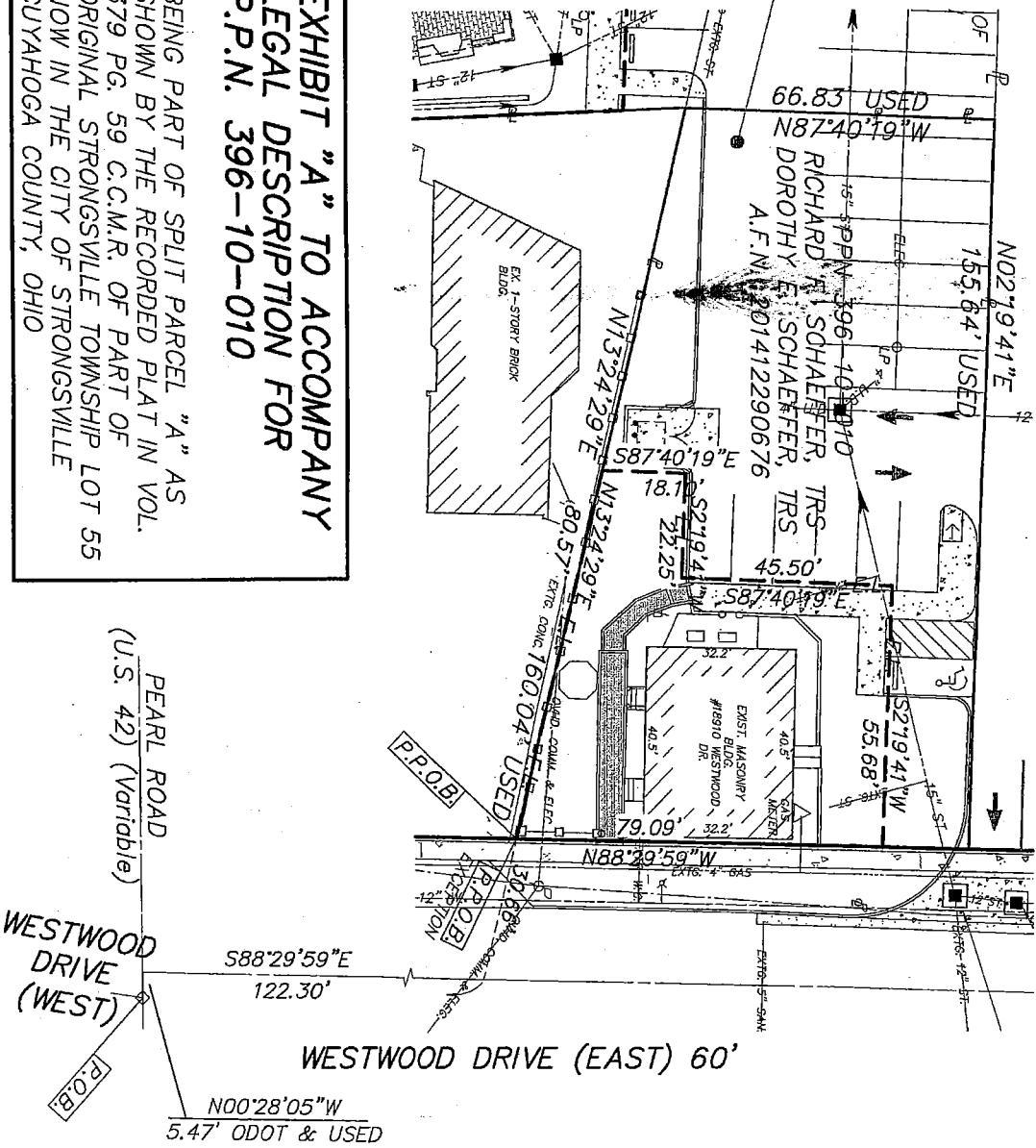
|   |                  |   |                         |
|---|------------------|---|-------------------------|
|  |                  | <b>DONALD G. BOHNING &amp; ASSOCIATES, INC.</b><br>CIVIL ENGINEERING & SURVEYING<br>7979 HUB PARKWAY * VALLEY VIEW, OHIO 44125<br>PHONE: (216) 642-1130 FAX: (216) 642-1132 |                         |
| HORIZ. SCALE<br>1" = 30'  | DATE<br>OCT 2015 | FILE NO.<br>4359ECT16XH   | ORDER NO.<br>4359E T1FF |
| DRN<br>M.D.   | CRD.<br>M.A.     | 1 / 1   |                         |



**EXHIBIT "A" TO ACCOMPANY  
LEGAL DESCRIPTION FOR  
P.P.N. 396-10-010**

BEING PART OF SPLIT PARCEL "A" AS  
SHOWN BY THE RECORDED PLAT IN VOL.  
379 PG. 59 C.C.M.R. OF PART OF  
ORIGINAL STRONGSVILLE TOWNSHIP LOT 55  
NOW IN THE CITY OF STRONGSVILLE  
CUYAHOGA COUNTY, OHIO

SPLIT PARCEL "A"  
VOL. 379 PG. 59 C.C.M.R.





**DONALD G. BOHNING & ASSOCIATES, INC.**

CIVIL ENGINEERING & SURVEYING

7979 HUB PARKWAY • VALLEY VIEW, OHIO 44125 • (216) 642-1130  
FAX • (216) 642-1132

Exception Split Parcel "A"  
P.P.N. 396-10-010  
DGB 4359E - C1

revised October, 2015

EXHIBIT "B"  
LEGAL DESCRIPTION

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Split Parcel "A" of part of Original Strongsville Township Lot 55, as recorded in Volume 379, Page 59 of Cuyahoga County Map Records and bounded and described as follows:

Beginning in the centerline of Pearl Road (U.S. 42), variable width, at its intersection with the centerline of Westwood Drive (West);

Thence North 00 degrees 28 minutes 05 seconds West along the centerline of Pearl Road, 5.47 feet to its intersection with the centerline of Westwood Drive (East), 60 feet wide;

Thence South 88 degrees 29 minutes 59 seconds East along the centerline of Westwood Drive (East), 122.30 feet to its intersection with the southwesterly prolongation of the westerly line of said Split Parcel "A";

Thence North 13 degrees 24 minutes 29 seconds East along the southwesterly prolongation of the westerly line of said Split Parcel "A", 30.66 feet to its intersection with the northerly line of Westwood Drive (East) and the principal place of beginning of the parcel herein described;

Thence North 13 degrees 24 minutes 29 seconds East, 80.57 feet to a point;

Thence South 87 degrees 40 minutes 19 seconds East, 18.10 feet to a point;

Thence South 2 degrees 19 minutes 41 seconds West, 22.25 feet to a point;

Thence South 87 degrees 40 minutes 19 seconds East, 45.50 feet to a point;

Thence South 2 degrees 19 minutes 41 seconds West, 55.68 feet to its intersection with the northerly line of Westwood Drive (East);

Thence North 88 degrees 29 minutes 59 seconds West along the northerly line of Westwood Drive (East), 79.09 feet to the principal place of beginning and containing 4583 square feet or 0.1052 acres of land according to the exhibit by Donald G. Bohning & Associates, Inc. dated October, 2015.





**DONALD G. BOHNING & ASSOCIATES, INC.**

CIVIL ENGINEERING & SURVEYING

7979 HUB PARKWAY • VALLEY VIEW, OHIO 44125 • (216) 642-1130  
FAX • (216) 642-1132

Exception  
Split Parcel "A"  
P.P.N. 396-10-010  
DGB 4359E – C1

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

Michael A. Ackerman  
Registered Surveyor No. 8196



*M:\adcadd\p\4359E\Documents\Legals\exception legal description PPN 396-10-010 (Rev Oct 15).doc*

## TEMPORARY CONSTRUCTION EASEMENT

This Temporary Construction Easement (the "Easement") is made between CAMERON-ALLIE DEVELOPMENT GROUP, LLC, an Ohio limited liability company, located at 13000 Darice Parkway, Strongsville, Ohio 44149, which with its successors and assigns, is herein called "Grantor," and the CITY OF STRONGSVILLE, a municipal corporation, organized and existing under the laws of the State of Ohio, located at 16099 Foltz Parkway, Strongsville, Ohio 44149, which with its successors and assigns is herein called "Grantee."

WHEREAS, the Grantor is the owner in fee simple of certain real estate located in the City of Strongsville, Ohio and known as Permanent Parcel No. 396-10-016 (hereinafter the "Property"); and

WHEREAS, the Grantor and Grantee are parties to a separate certain Project Development Agreement, dated October 20, 2015, concerning in part the Property which, among other things, calls for said parties to enter into an easement with respect to various Public Infrastructure Improvements (as such term is defined in the Project Development Agreement) being constructed by Grantor in connection with a retail project known as "Westwood Commons"; and

WHEREAS, the only portion of the Public Infrastructure Improvements being constructed on the Property consist of the following: (i) general demolition of existing site conditions; and (ii) grading of the Property to a subgrade consistent with the Grantor's adjacent property (the "Westwood Improvements"), as further described in the Project Development Agreement;

WHEREAS, the Grantor wishes to grant, and the Grantee wishes to accept, a temporary construction easement for and access to the Property for any purpose related to the construction of the Westwood Improvements.

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

The Grantor, on its behalf and on behalf of its legal representatives, successors and assigns, hereby gives, grants, bargains and conveys to the Grantee, its successors and assigns a non-exclusive temporary construction easement over and across the Property, subject to the terms and conditions hereof governing the same, for the purpose of constructing the Westwood Improvements.

This Easement shall terminate and become void immediately upon the completion of the construction of the Westwood Improvements. Promptly after Grantor's request, Grantee shall inspect the Westwood Improvements and if the Westwood Improvements comply with Grantee's codified ordinances and applicable approval procedures, then Grantee shall provide a written certification to Grantor acknowledging successful completion of the Westwood Improvements and thereafter Grantee shall cooperate with Grantor in filing a termination of easement agreement, which shall be recorded in the Cuyahoga County Recorder's office, at Grantor's sole cost and expense.

Nothing in this Easement is intended to nor shall it obligate the Grantee to do anything or undertake any actions with regard to the Westwood Improvements.

The Grantor and Grantee further agree, notwithstanding anything to the contrary in this Easement or in the Project Development Agreement, that the Westwood Improvements shall remain the sole property of the Grantor, its successors or assigns, and the Grantor, its successors and assigns shall have sole and primary responsibility to operate maintain, repair and/or reconstruct the Westwood Improvements.

If the Grantor defaults under any of the provisions of this Easement, Grantor shall cure said default within 30 days after receipt of written notice from Grantee (or if such default cannot reasonably be cured within said 30 day period, then Grantor shall commence curing said default within 30 days and thereafter diligently pursue the cure actions and complete the same within 60 days). In the event Grantor fails to cure a default within the aforementioned time periods, Grantee, at the expense of the Grantor, may enter upon the Property and make such alterations as are necessary to bring the Property into compliance with the provisions of this Easement. In such event, the Grantee shall have the right to assess the County real estate tax duplicate for the Grantor's Property, as outlined above, in the event Grantor fails to reimburse the City within thirty (30) days after Grantor receives notice for such expenses.

The Grantor hereby reserves the right to use the Property for such use as is not expressly prohibited by or inconsistent with the terms of this Easement.

Grantor shall purchase from, and, during the period that this Easement is in force and effect, maintain in a company or companies lawfully authorized or licensed to do business in the State of Ohio, insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages to property which may arise out of or result from Grantor's operations and completed operations, or from its use, operation, maintenance, repair or reconstruction of the Westwood Improvements, whether by the Grantor or its agents, contractors

or representatives or their failure to so operate, maintain or repair. This insurance shall be written for not less than limits of liability specified in this Easement or required by law, whichever coverage is greater. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Grantee. Grantor shall cause the commercial liability coverage, pollution liability coverage, and excess liability coverage required by this Easement to include the Grantee as an additional insured for claims caused in whole or in part by any of the Grantor's acts or omissions, and/or any acts or omissions of any subcontractor, agent, or other person or entity directly or indirectly employed by any of them arising out of or relating to the Westwood Improvements.

The insurance required by this Easement shall be written for not less than the following limits, or greater if required by law:

(i) Workers' Compensation limits shall be those required by statute.

(ii) Commercial General Liability insurance including liability and blanket coverage, on an occurrence form, which insures against bodily injury, personal and advertising injury and property damage claims with limits of at least One Million Dollars (\$1,000,000) combined single limit each occurrence; Two Million Dollars (\$2,000,000) general aggregate; and Two Million Dollars (\$2,000,000) products/completed operations aggregate. Such insurance shall include the following coverage extensions: Ongoing Operations, Premises Liability, Products/Completed Operations, Broad Form Property Damage including Completed Operations, Contractual liability (including coverage for the indemnity clause provided under this Agreement), XCU hazards and liability, and Personal Injury Liability with Employment Exclusion deleted.

(iii) Pollution Liability Insurance that provides coverage for bodily injury, property damage, and regulatory clean-up costs arising out of or relating to the presence, release, or threatened release of hazardous substances or pollutants with limits of at least Two Million Dollars (\$2,000,000) per occurrence and an aggregate limit of at least Two Million Dollars (\$2,000,000). Notwithstanding anything herein to the contrary, the Pollution Liability coverage shall only be required during the period of time whereby Grantor is constructing the Public Infrastructure Improvements.

(iv) Excess Liability Insurance with a per occurrence limit of at least Five Million Dollars (\$5,000,000) and an aggregate limit of at least Five Million Dollars (\$5,000,000) over the primary limits of insurance.

The liability insurance required by this Easement shall: (1) provide that it is primary and non-contributory to any other insurance or self-insurance that the Grantee may have, (2) obligate Grantor to pay any deductible or self-insured retention associated with any claim that is made under the policy, including any claim that may be made by an additional insured, (3) contain waivers of subrogation against the Grantee, (4) contain cross-liability endorsements (and shall not contain insured vs. insured exclusions), and (5) provide that the insurer(s) has/have a duty to defend against potentially covered claims and that the payment of defense costs by the insurer(s) shall not reduce or deplete the limits of liability under the policy(ies). The identity of the

insurers and the amounts of any deductibles or self-insured retentions are subject to the Grantee's approval.

Before exposure to liability or a loss may occur, Grantor shall deliver to the Grantee Certificates of Insurance acceptable to all parties evidencing the insurance coverage required by this Easement. Upon request by the Grantee, Grantor shall deliver to the Grantee copies of any or all of the insurance policies providing the liability insurance required by this Easement, including copies of any declarations pages and endorsements relating thereto.

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

This Easement shall inure to the benefit of any person, firm or corporation whom the Grantee, its successors and assigns, shall authorize to undertake the performance of work within the purpose of this Easement under the circumstances set forth above.

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

TO HAVE AND TO HOLD the above Easement unto the Grantee, forever.

*[Remainder of page intentionally left blank]*

*[Signature pages to immediately follow]*

IN WITNESS WHEREOF, this instrument is executed this 23 day of October, 2015.

“GRANTOR”  
CAMERON-ALLIE DEVELOPMENT  
GROUP, LLC  
(an Ohio limited liability company)

By: [Signature]  
Its: Mike Catanzarite, Manager

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF CUYAHOGA )

Before me, a Notary Public in and for said County and State, personally appeared the above-named CAMERON-ALLIE DEVELOPMENT GROUP, LLC, by Mike Catanzarite, its Manager, 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 and voluntary act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal at Strongsville, Ohio, this 23<sup>rd</sup> day October, 2015.



CHRISTOPHER M BYRNES  
NOTARY PUBLIC - OHIO  
MY COMMISSION EXPIRES  
AUGUST 10, 2016

[Signature]  
Notary Public

"GRANTEE"  
CITY OF STRONGSVILLE

By: Thomas P. Perciak  
Thomas P. Perciak  
Its: Mayor

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF CUYAHOGA        )

BEFORE ME, a Notary Public in and for said County and State, personally appeared THE CITY OF STRONGSVILLE, 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 an officer thereof, and the free act and deed of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this 3<sup>rd</sup> day of November, 2015.



TIFFANY MEKEEL  
Notary Public, State of Ohio  
My Commission Expires 3/1/17  
Recorded in Geauga County

Tiffany Mekeel  
Notary Public

Westwood Commons  
PPN 396-10-016  
DGB 4359-1

July, 2015

LEGAL DESCRIPTION

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Original Strongsville Township Lot 55, and bounded and described as follows:

Beginning at an iron pin monument found in the centerline of Pearl Road (U.S. 42), variable width, at its intersection with the centerline of Westwood Drive (West);

Thence North 00 degrees 28 minutes 05 seconds West along the centerline of Pearl Road, 5.47 feet to its intersection with the centerline of Westwood Drive, 60 feet wide;

Thence South 88 degrees 29 minutes 59 seconds East along the centerline of Westwood Drive (East), 271.79 feet to its intersection with the southerly prolongation of the westerly line of a parcel of land conveyed to Cameron-Allie Development Group, LLC by deed recorded s A.F.N. 201412290657 of Cuyahoga County Records;

Thence North 02 degrees 19 minutes 41 seconds East, 30.00 feet to its intersection with the northerly line of Westwood Drive (East), and the principal place of beginning of the parcel herein described, and from which point a 1" iron pipe found bears North 02 degrees 19 minutes 41 seconds East, 0.27 feet;

Thence North 02 degrees 19 minutes 41 seconds East along the westerly line of said line conveyed to Cameron-Allie Development Group, LLC, 158.89 feet to its intersection with the westerly line of a parcel of land conveyed to Strongsville Senior Associates Limited Partnership by deed recorded as A.F.N. 200310280195 of Cuyahoga County Records, and from which point a 1/2" iron pin found bears North 88 degrees 29 minutes 59 seconds West, 0.79 feet; North 01 degree 30 minutes 01 second East, 0.30 feet; and a 1/2" iron pin found bears North 88 degrees 29 minutes 59 seconds West, 0.59 feet; North 01 degree 30 minutes 01 second East, 0.52 feet;

Thence South 88 degrees 29 minutes 59 seconds East along the southerly line of said land conveyed to Strongsville Senior Associates Limited Partnership, 97.80 feet to a 1/2" iron pin found at an angle point, therein;



Westwood Commons

PPN 396-10-016

DGB 4359-1

Thence South 02 degrees 42 minutes 21 seconds West along the westerly line of said land conveyed to Strongsville Senior Associates Limited Partnership, 158.91 feet to its intersection with the northerly line of Westwood Drive (East), and from which point a 1/2" iron pin found bears North 88 degrees 29 minutes 59 seconds West, 0.31 feet;

Thence North 88 degrees 29 minutes 59 seconds West along the northerly line of Westwood Drive (East), 96.75 feet to the principal place of beginning and containing 15,455 square feet or 0.3548 acres of land according to the survey by Donald G. Bohning & Associates, Inc. dated December, 2014.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.