

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 054

By: Mr. Daymut

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT AN ASSIGNMENT OF EASEMENTS FROM LOVE FARM DEVELOPMENT CO., LTD., FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING, OPERATING AND REPAIRING A SANITARY SEWER SYSTEM AND APPURTENANCES IN CONNECTION WITH LOVE FARM SUBDIVISION, AND DECLARING AN EMERGENCY.

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

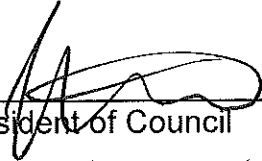
Section 1. That the Council hereby authorizes the Mayor to accept an Assignment of Easements from Love Farm Development Co., Ltd. with regard to two easements for the purposes of installing and maintaining sanitary sewer lines, and connections and appurtenances for a sanitary sewer system in connection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

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

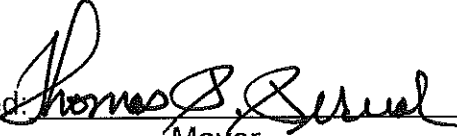
Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to assure proper development of all lots and land within the City of Strongsville. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2016 - 054
Page 2



President of Council

Approved: 

Mayor

Date Passed: March 7, 2016

Date Approved: March 8, 2016

	<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"/>	_____
Schonhut	<input checked="" type="checkbox"/>	_____
Short	<input checked="" type="checkbox"/>	_____
Southworth	<input checked="" type="checkbox"/>	_____

Attest: 

Clerk of Council

ORD. No. 2016-054 Amended: _____
1st Rdg. 03-07-16 Ref: _____
2nd Rdg. Suspended Ref: _____
3rd Rdg. Suspended Ref: _____

Pub Hrg. _____ Ref: _____
Adopted: 03-07-16 Defeated: _____

ASSIGNMENT OF EASEMENTS

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

WHEREAS, Assignor is the grantee of the following easements for ^{sanitary}~~storm~~ sewer system purposes, copies of which are attached hereto and incorporated herein by this reference:

1. Easement from William Pordan to Love Farm Development Co., Ltd., recorded on August 18, 2015, in the Official Records of Cuyahoga County, Ohio at **Document No. 201508180593** and encumbering portions of Permanent Parcel No. 392-01-007, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and
2. Easement from Tiffany L. Strmac and Danny A. Ziemski to Love Farm Development Co., Ltd., recorded on August 18, 2015, in the Official Records of Cuyahoga County, Ohio at **Document No. 201508180592** and encumbering portions of Permanent Parcel No. 392-01-008, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference.

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

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

[Execution Page Follows]

TRANSFER NOT REQUIRED

AUG 18 2015

CUYAHOGA COUNTY FISCAL OFFICE

EASEMENT AGREEMENT

This EASEMENT AGREEMENT ("Agreement") is made this 13th day of August, 2015, by and between William D. Pordan (Grantor) and Love Farm Development Co. Ltd., a Limited Liability Company (Grantee).

RET SOLUTIONS
No. ACC-10

RECITALS:

WHEREAS, Grantor is the fee simple owner of real property located in the City of Strongsville, Ohio (the "City"), assigned Cuyahoga County Permanent Parcel No. 392-01-007, a legal description which is attached hereto as Exhibit "A" ("Grantors Property"); and

WHEREAS, Grantee is the fee simple owner of real property located in the City, assigned Cuyahoga County Permanent Parcel No. 392-01-001, legal description of which is attached hereto as Exhibit "B" ("Grantee's Property") (Grantor's Property, collectively the "Properties"), which real property is adjacent to Grantor's Property; and

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

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

1. For the benefit of Grantee and its successors and assigns, Grantor hereby grants and conveys a perpetual easement across, over and under that portion of Grantor's Property described in Exhibit "C" and depicted in Exhibit "D" hereto for the purpose of installing and maintaining the Sanitary Sewer System, to be constructed at Grantee's cost and expense in accordance with the City's ordinances, rules and regulations for such systems in force at the time of the City's approval of plans for construction thereof. Subject to the City's approval of plans for construction thereof, the Sanitary Sewer System shall include a ten (10) foot long lateral from the sanitary sewer line into Grantor's Property at such location designed by Grantor.

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

<u>Commercial General Liability Insurance</u>	
Each occurrence limit	\$1,000,000
General aggregate	\$2,000,000

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

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

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

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

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

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

8. Grantor covenants that is well seized of its interest in Grantor' Property as good and indefeasible estate in fee simple and has the right to grant and convey the Easement in the manner and

form above written. Grantor further covenants that it will warrant and defend the Easements contained herein against all lawful claims and demands whatsoever for the purposes described herein.

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

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 13 day of August, 2015,

GRANTOR:

GRANTEE:

William D. Pordan
William D. Pordan

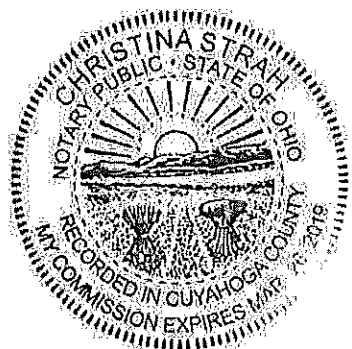
Sam Petros
Love Farm Development Co., Ltd.
(By) Sam Petros

ACKNOWLEDGEMENT

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

BE IT REMEMBERED, that on this 13 day of August, 2015, before me, the subscriber, a Notary Public in and for said County and State, personally came William D. Pordan who executed the foregoing instrument, who acknowledged that he/she signed as his/her free act and deed.

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

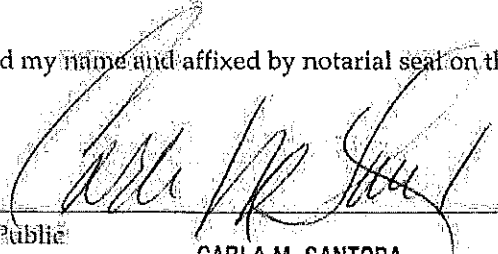


Christina Strahl
Notary Public

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

BE IT REMEMBERED, that on this 11th day of August, 2015, before me, the subscriber, a Notary Public in and for said County and State, personally came Love Farm Development Co., Ltd., a Limited Liability Company, by Sam Petros, who executed the foregoing instrument, who acknowledged that he did sign said instrument on behalf of said limited liability company and that said instrument was signed as his free act and deed individually, and the free act and deed of said limited liability company.

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



Notary Public
CARLA M. SANTORA
Notary Public - State of Ohio
Recorded in Cuyahoga County
My Commission Expires December 2, 2017

This instrument prepared by:
Donald G. Bohning & Associates, Inc.
7979 Hub Parkway
Valley View, Ohio 44125



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. 392-01-007
AFN 201403070501
William D. Pordan
DGB 4429-E-c1

August, 2015

EXHIBIT "A"
LEGAL DESCRIPTION

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

And known as being Parcel "A" in Lot Split-Consolidation Plat for Carol A. Sweeney and Albert R. and Anne Fess of part of Original Strongsville Township Lot No. 93, as shown by the recorded Plat in Volume 271 of Maps, Page 64 of Cuyahoga County Records, as appears by said Plat, be the same more or less.



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. 392-01-001
AFN 201504210471
Love Farm Development Co., Ltd.
DGB 4429-E-c1

March, 2015

EXHIBIT "B"
LEGAL DESCRIPTION

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being Parcel "B" in a Lot Split- Consolidation Plat of part of Original Strongsville Township Lot 93, as shown by the recorded plat in Volume 271, Page 64 of Cuyahoga County Map Records, and bounded and described as follows:

Beginning at an iron pin monument found in the centerline of Albion Road, 60 feet wide, at its intersection with the centerline of Gate Post Road, variable width;

Thence North 84 degrees 57 minutes 00 seconds West along the centerline of Albion Road, 218.62 feet to a nail set at its intersection with the westerly line of a parcel of land conveyed to Tiffany Strmac and Danny Ziemski by deed recorded as A.F.N. 201412220710 of Cuyahoga County Records, and the principal place of beginning of the parcel herein described;

Thence South 0 degrees 05 minutes 24 seconds East along the westerly line of said land conveyed to Tiffany Strmac and Danny Ziemski, 360.00 feet to its intersection with the southerly line of said land so conveyed, and from which point an iron pipe found bears North 89 degrees 54 minutes 36 seconds East, 1.95 feet; North 0 degrees 05 minutes 24 seconds West, 1.81 feet;

Thence South 84 degrees 57 minutes 00 seconds East along the southerly line of said land conveyed to Tiffany Strmac and Danny Ziemski, 100.00 feet to its intersection with the westerly line of a parcel of land conveyed to William D. Pordan by deed recorded as A.F.N. 201403070501 of Cuyahoga County Records and from which point an iron pin found (Walker) bears North 89 degrees 54 minutes 36 seconds East, 1.78 feet; North 0 degrees 05 minutes 24 seconds West, 2.39 feet;

Thence South 0 degrees 05 minutes 24 seconds East along the westerly line of said land conveyed to William D. Pordan, 105.72 feet to an iron pin set at its intersection with the southerly line of said land so conveyed;

Thence South 84 degrees 57 minutes 00 seconds East along the southerly line of said land conveyed to William D. Pordan, 100.39 feet to its intersection with the westerly line of Westwood Farms Subdivision No. 14 as recorded in Volume 327, Page 24 of Cuyahoga County Map Records and from which point an iron pin found bears South 89 degrees 54 minutes 36 seconds West, 0.05 feet; North 0 degrees 05 minutes 24 seconds West, 0.04 feet;



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. 392-01-001

AFN 201504210471

Love Farm Development Co., Ltd.,

DGB 4429-E-c1

Thence South 0 degrees 05 minutes 24 seconds East along the westerly line of said Westwood Farms Subdivision Number 14, 711.54 feet to its intersection with the northerly line of Andrus Woods Westwood Farm Homeowners Association Subdivision No. 16 as recorded in Volume 335, Page 68 of Cuyahoga County Map Records and from which point an iron pin found bears South 88 degrees 19 minutes 50 seconds West, 0.06 feet;

Thence South 88 degrees 19 minutes 50 seconds West along the northerly line of said Andrus Woods Westwood Farm Homeowners Association Subdivision No. 16, 575.75 feet to an iron pipe found at its intersection with the easterly line of Columbia Reserve Subdivision 2 as recorded in Volume 99, Page 68 of Lorain County Plat Records, being also the southwest corner of said Sublot 93,

Thence North 0 degrees 05 minutes 24 seconds West along the easterly line of said of Columbia Reserve Subdivision 2 and the easterly line of Columbia Reserve Subdivision 1 as recorded in Volume 96, Page 58 of Lorain County Plat Records, 1244.90 feet to a nail set at its intersection with the centerline of Albion Road;

Thence South 84 degrees 57 minutes 00 seconds East along the centerline of Albion Road, 377.47 feet to the principal place of beginning, and containing 14.1092 acres of land of which 0.2600 acres lie within the right-of-way of Albion Road, according to the survey by Donald G. Bohning & Associates, Inc. dated March, 2015.

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



DONALD G. BOHNING & ASSOCIATES, INC.

CIVIL ENGINEERING & SURVEYING

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

10' Sanitary Sewer Easement
P.P.N. 392-01-007
AFN 201403070501
William D. Pordan
DGB 4429-E-c1

August, 2015

EXHIBIT "C"
LEGAL DESCRIPTION

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Parcel "A" in the Lot Split-Consolidation Plat of part of Original Strongsville Township Lot 93, as recorded in Volume 271, Page 64 of Cuyahoga County Map Records and bounded and described as follows:

Beginning in the easterly line of said Parcel "A", being land conveyed to William D. Pordan by deed recorded as A.F.N. 201403070501 of Cuyahoga County Records at its intersection with the southerly line of Albion Road, 60 feet wide;

Thence South 00 degrees 05 minutes 24 seconds West along the easterly line of said land conveyed to William D. Pordan, 10.04 feet to a point;

Thence North 84 degrees 57 minutes 00 seconds West, parallel to and 10.00 feet equal distance therefrom the southerly line of Albion Road, 60 feet wide, 100.39 feet to a point in the westerly line of said land;

Thence North 00 degrees 05 minutes 24 seconds West along the westerly line of said land conveyed to William D. Pordan, 10.04 feet to its intersection with the southerly line of Albion Road, 60 feet wide;

Thence South 84 degrees 57 minutes 00 seconds East along the southerly line of Albion Road, 60 feet wide, 100.39 feet to the place of beginning and containing 1,004 square feet of land according to the survey by Donald G. Bohning & Associates, Inc.

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

ALBION ROAD 60'

GATE POST ROAD

N84°57'00"W
100.39'

P.O.B.

100.39'

N0°05'24"W
10.04'

N84°57'00"W
100.39'

N0°05'24"W
10.04'

PROPOSED 10'
SANITARY SEWER
EASEMENT

EXHIBIT "D"

DGB 4429-E-C1

N00°05'24"W
435.60'

P.P.N. 392-01-007
WILLIAM D. PORDAN
A.F.N. 201403070501

435.60'
N00°05'24"W

100.39'
N84°57'00"W

6

EXHIBIT B

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 10
DEEA 8/18/2015 3:41:25 PM
201508180592

TRANSFER NOT REQUIRED

AUG 18 2015

CUYAHOGA COUNTY FISCAL OFFICE

EASEMENT AGREEMENT

This EASEMENT AGREEMENT ("Agreement") is made this 12th day of August, 2015, by and between Tiffany L. Stumac & Danny A. Ziemski (Grantors) and Love Farm Development Co. Ltd., a Limited Liability Company (Grantee).

RET SOLUTIONS
No. ACC001

RECITALS:

WHEREAS, Grantor is the fee simple owner of real property located in the City of Strongsville, Ohio (the "City"), assigned Cuyahoga County Permanent Parcel No. 392-01-008, a legal description which is attached hereto as Exhibit "A" ("Grantors Property"); and

WHEREAS, Grantee is the fee simple owner of real property located in the City, assigned Cuyahoga County Permanent Parcel No. 392-01-001, legal description of which is attached hereto as Exhibit "B" ("Grantee's Property") (Grantor's Property, collectively the "Properties"), which real property is adjacent to Grantor's Property; and

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

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

1. For the benefit of Grantee and its successors and assigns, Grantor hereby grants and conveys a perpetual easement across, over and under that portion of Grantor's Property described in Exhibit "C" and depicted in Exhibit "D" hereto for the purpose of installing and maintaining the Sanitary Sewer System, to be constructed at Grantee's cost and expense in accordance with the City's ordinances, rules and regulations for such systems in force at the time of the City's approval of plans for construction thereof. Subject to the City's approval of plans for construction thereof, the Sanitary Sewer System shall include a ten (10) foot long lateral from the sanitary sewer line into Grantor's Property at such location designed by Grantor.

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

Commercial General Liability Insurance

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

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

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

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

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

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

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

8. Grantor covenants that is well seized of its interest in Grantor' Property as good and indefeasible estate in fee simple and has the right to grant and convey the Easement in the manner and

form above written. Grantor further covenants that it will warrant and defend the Easements contained herein against all lawful claims and demands whatsoever for the purposes described herein.

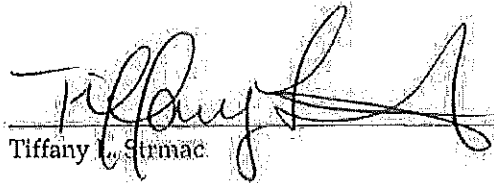
9. Each person signing this Agreement in a representative capacity represents that he or she has all requisite authority to execute this Agreement in such capacity and has been duly authorized to do so.

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


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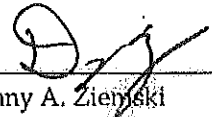
IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 12th day of August, 2015.

GRANTOR:


Tiffany L. Stumac

GRANTEE:


Love Farm Development Co., Ltd.
(By) Sam Petros



Danny A. Ziemski

ACKNOWLEDGEMENT

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

BE IT REMEMBERED, that on this 12th day of August, 2015, before me, the subscriber, a Notary Public in and for said County and State, personally came Tiffany L. Stumac & Danny A. Ziemski, who executed the foregoing instrument, who acknowledged that he/she signed as his/her free act and deed.

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


Notary Public

Beth Soha • Notary Public
State of OH • County of Medina
My commission expires Nov. 12, 2016

STATE OF OHIO

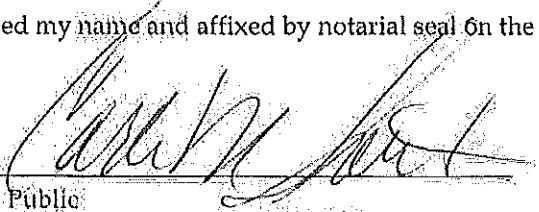
)
) SS
)

COUNTY OF CUYAHOGA

BE IT REMEMBERED, that on this 11th day of AUGUST, 2015, before me, the subscriber, a Notary Public in and for said County and State, personally came Love Farm Development Co., Ltd., a Limited Liability Company by Sam Petros who executed the foregoing instrument, who acknowledged that he did sign said instrument on behalf of said limited liability company and that said instrument was signed as his free act and deed individually, and the free act and deed of said limited liability company.

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

Notary Public


CARLA M. SANTORA
Notary Public - State of Ohio
Recorded in Cuyahoga County
My Commission Expires December 2, 2017

This instrument prepared by:
Donald G. Bohning & Associates, Inc.
7979 Hub Parkway
Valley View, Ohio 44125



DONALD G. BOHNING & ASSOCIATES, INC.

CIVIL ENGINEERING & SURVEYING

7979 HUB PARKWAY • VALLEY VIEW, OHIO 44125 • (216) 842-1130
FAX • (216) 842-1132

P.P.N. 392-01-008

AFN 201412220710

Tiffany L. Strmac & Danny A. Ziemski

DGB 4429-E-cl

August, 2015

EXHIBIT "A"

LEGAL DESCRIPTION

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being a part of Original Strongsville Township Lot 93, and bounded and described as follows:

Beginning at a point in the center line of Albion Road (60 feet wide) said point being Easterly from a monument set in the center line of Albion Road and the center line of Marks Road, a distance of 377.2 feet measured along the center line of Albion Road;

Thence South 84 degrees 57 minutes East, along the center line of Albion Road, a distance of 100 feet to a point;

Thence due South along the Easterly line of land conveyed to William B. Lange by deed recoded in Deed Volume 9439, Page 700 of Cuyahoga County Records, a distance of 360 feet to an iron pipe;

Thence North 84 degrees 57 minutes West, along other lands of the Grantor, a distance of 100 feet to an iron pipe;

Thence due North along other lands of the Grantor a distance of 360 feet to the place of beginning, be the same more or less, but subject to all legal highways.

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



DONALD G. BOHNING & ASSOCIATES, INC.

CIVIL ENGINEERING & SURVEYING

7979 HUB PARKWAY • VALLEY VIEW, OHIO 44125 • (216) 642-1130
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P.P.N. 392-01-001
AFN 201504210471
Love Farm Development Co., Ltd.
DGB 4429-E-c1

March, 2015

EXHIBIT "B"
LEGAL DESCRIPTION

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being Parcel "B" in a Lot Split- Consolidation Plat of part of Original Strongsville Township Lot 93, as shown by the recorded plat in Volume 271, Page 64 of Cuyahoga County Map Records, and bounded and described as follows:

Beginning at an iron pin monument found in the centerline of Albion Road, 60 feet wide, at its intersection with the centerline of Gate Post Road, variable width;

Thence North 84 degrees 57 minutes 00 seconds West along the centerline of Albion Road, 218.62 feet to a nail set at its intersection with the westerly line of a parcel of land conveyed to Tiffany Strmac and Danny Ziemski by deed recorded as A.F.N. 201412220710 of Cuyahoga County Records, and the principal place of beginning of the parcel herein described;

Thence South 0 degrees 05 minutes 24 seconds East along the westerly line of said land conveyed to Tiffany Strmac and Danny Ziemski, 360.00 feet to its intersection with the southerly line of said land so conveyed, and from which point an iron pipe found bears North 89 degrees 54 minutes 36 seconds East, 1.95 feet; North 0 degrees 05 minutes 24 seconds West, 1.81 feet;

Thence South 84 degrees 57 minutes 00 seconds East along the southerly line of said land conveyed to Tiffany Strmac and Danny Ziemski, 100.00 feet to its intersection with the westerly line of a parcel of land conveyed to William D. Pordan by deed recorded as A.F.N. 201403070501 of Cuyahoga County Records and from which point an iron pin found (Walker) bears North 89 degrees 54 minutes 36 seconds East, 1.78 feet; North 0 degrees 05 minutes 24 seconds West, 2.39 feet;

Thence South 0 degrees 05 minutes 24 seconds East along the westerly line of said land conveyed to William D. Pordan, 105.72 feet to an iron pin set at its intersection with the southerly line of said land so conveyed;

Thence South 84 degrees 57 minutes 00 seconds East along the southerly line of said land conveyed to William D. Pordan, 100.39 feet to its intersection with the westerly line of Westwood Farms Subdivision No. 14 as recorded in Volume 327, Page 24 of Cuyahoga County Map Records and from which point an iron pin found bears South 89 degrees 54 minutes 36 seconds West, 0.05 feet; North 0 degrees 05 minutes 24 seconds West, 0.04 feet;



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DGB 4429-E-c1

Thence South 0 degrees 05 minutes 24 seconds East along the westerly line of said Westwood Farms Subdivision Number 14, 711.54 feet to its intersection with the northerly line of Andrus Woods Westwood Farm Homeowners Association Subdivision No. 16 as recorded in Volume 335, Page 68 of Cuyahoga County Map Records and from which point an iron pin found bears South 88 degrees 19 minutes 50 seconds West, 0.06 feet;

Thence South 88 degrees 19 minutes 50 seconds West along the northerly line of said Andrus Woods Westwood Farm Homeowners Association Subdivision No. 16, 575.75 feet to an iron pipe found at its intersection with the easterly line of Columbia Reserve Subdivision 2 as recorded in Volume 99, Page 68 of Lorain County Plat Records, being also the southwest corner of said Sublot 93,

Thence North 0 degrees 05 minutes 24 seconds West along the easterly line of said of Columbia Reserve Subdivision 2 and the easterly line of Columbia Reserve Subdivision 1 as recorded in Volume 96, Page 58 of Lorain County Plat Records, 1244.90 feet to a nail set at its intersection with the centerline of Albion Road;

Thence South 84 degrees 57 minutes 00 seconds East along the centerline of Albion Road, 377.47 feet to the principal place of beginning, and containing 14.1092 acres of land of which 0.2600 acres lie within the right-of-way of Albion Road, according to the survey by Donald G. Bohning & Associates, Inc. dated March, 2015.

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



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10' Sanitary Sewer Easement
P.P.N. 392-01-008
AFN 201412220710
Tiffany L. Strmac & Danny A. Ziemski
DGB 4429-E-cl

August, 2015

EXHIBIT "C"
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 93 and bounded and described as follows:

Beginning in the easterly line of a parcel of land conveyed to Tiffany L. Strmac and Danny A. Ziemski by deed recorded as A.F.N. 201412220710 of Cuyahoga County Records at its intersection with the southerly line of Albion Road, 60 feet wide;

Thence South 00 degrees 05 minutes 24 seconds East along the easterly line of said land conveyed to Tiffany L. Strmac and Danny A. Ziemski, 10.04 feet to a point;

Thence North 84 degrees 57 minutes 00 seconds West, parallel to and 10.00 feet equal distance therefrom the southerly line of Albion Road, 60 feet wide, 100.00 feet to a point in the westerly line of said land;

Thence North 00 degrees 05 minutes 24 seconds West along the westerly line of said land conveyed to Tiffany L. Strmac and Danny A. Ziemski, 10.04 feet to its intersection with the southerly line of Albion Road, 60 feet wide;

Thence South 84 degrees 57 minutes 00 seconds East along the southerly line of Albion Road, 60 feet wide, 10.00 feet to the place of beginning and containing 1,000 square feet of land according to the survey by Donald G. Bohning & Associates, Inc.

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

ALBION ROAD 60'

GATE POST ROAD

