



Doc ID: 017327260008 Type: OFF
 Kind: EASEMENT/RIGHT OF WAY
 Recorded: 01/31/2013 at 12:16:54 PM
 Fee Amt: \$60.00 Page 1 of 6
 Lorain County, Ohio
 Judith M Nedwick County Recorder
 File **2013-0446508**

NON - CONFORMING

**EASEMENT AGREEMENT FOR THE INSTALLATION
 AND MAINTENANCE OF WATERLINES**

THIS EASEMENT AGREEMENT is entered into as of this 23 day of January, 2013 by and between **35676 DETROIT, LLC**, an Ohio limited liability company, whose mailing address is **35676 Detroit Road, Avon, Ohio 44011** ("Grantor") and the **CITY OF AVON**, a political subdivision of the State of Ohio, its successors and assigns ("Grantee").

WITNESSETH

WHEREAS, the Grantor has agreed to provide Grantee an easement to install, construct, maintain, operate, tap into, repair, replace and/or remove Waterlines together with all appurtenances thereto, as determined by Grantee, its successors and assigns, through, in, and under, Grantor's land after the installation thereof by or on behalf of Grantor, and the dedication thereof to Grantee (the "Waterlines"); and

WHEREAS, Grantor and Grantee desire to enter into this easement upon the terms and conditions hereinafter set forth.

NOW THEREFORE, BE IT AGREED:

That the Grantor does hereby grant, bargain, convey and release to the Grantee, its successors and assigns, an exclusive, permanent easement upon and across certain land of the Grantor, located in the City of Avon, County of Lorain and State of Ohio, which is fully described in Exhibit "A" (the "Grantor's Property"), attached hereto and made a part of this Easement Agreement, which easement shall be located within that portion of Grantor's Property as described in Exhibit "A-1" attached hereto and made a part hereof (the "Easement Area"), for the purposes of the maintenance and repair of the Waterlines (the "Easement").

Said rights and easement conveyed herein shall be exercise exclusively by the Grantee for the maintenance and repair of the Waterlines and shall include the right to install, construct, maintain, operate, tap into, repair, replace and/or remove waterlines together with all appurtenances thereto, as determined by Grantee, its successors and assigns, and shall also include the right of ingress and egress for the purposes stated herein. The rights to said Grantee herein shall be exercised in common with all tenants, occupants and other parties permitted to

use Grantor's Property. Such rights and easements shall include the right without liability therefore to remove driveways, curbs, sidewalks, drainage structures, shrubs, trees, lawns, seeded or sodded areas, fences and other physical improvements or obstructions within the Easement Area which may materially interfere with the maintenance, repair or replacement of the Waterlines. Notwithstanding the foregoing, Grantee hereby acknowledges that the location of driveways, curbs, sidewalks, drainage structures, lawns, seeded or sodded area, shown on the approved site plan for Grantor's Property, a copy of which is attached hereto as Exhibit "B", shall not be deemed to materially interfere with the maintenance or repair of the Waterlines. This easement shall be permanent.

In connection with the exercise of the rights granted Grantee herein, Grantee shall use reasonable efforts to avoid interfering with the use or occupancy of Grantor's Property by any tenants or occupants thereof. Grantee shall indemnify and hold Grantor harmless from all claims, suits, obligations, liabilities and expenses (including reasonable attorney's fees and costs) arising as a result of any damage to Grantor's Property and/or personal injury caused by the negligence or intentional acts of Grantee in the exercise of the easement rights granted herein. Grantee shall restore in kind, as near as possible, the surface of said premises and replace or repair said driveways, curbs, sidewalks, drainage structures, lawns, seeded or sodded areas and the like to substantially the same condition as existed before any such work, but no fences, trees, shrubbery or other similar plantings shall be replaced or restored. No fences, trees or shrubbery or similar plantings shall be planted or permitted to grow within the permanent right of way and easement premises after installation of said waterlines. Grantor shall have the right to use the Easement Area for all purposes not inconsistent with the easement rights granted herein.

This document may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one document. Signature pages of any counterpart may be appended to any other counterpart and shall constitute an original document.

The terms and conditions of this Easement Agreement shall be binding upon the parties hereto and their respective representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement Agreement as of the respective dates set forth below.

GRANTOR:

35676 DETROIT LLC

an Ohio limited liability company

BY: *CDECRE, LLC, ITS SOLE MEMBER*

By: *Karen Chlipster*
Its: *VP*

GRANTEE:

CITY OF AVON

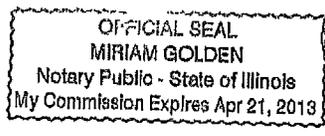
a political subdivision of the state of Ohio

By: *James A. Smith*
Its: *Mayor of Avon*

STATE OF IL)
)
COUNTY OF COOK) SS:

Before me, a Notary Public in and for said County and State appeared KAREN CHOLIPSKI, as VP of CRETE, LLC, Sole member of 35676 DETROIT, LLC, an Ohio limited liability company, who acknowledged that he did sign the foregoing instrument, is duly authorized to do so, and that the same is his free act and deed and the free act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 23rd day of January, 2013.



Miriam Golden
Notary Public

STATE OF OHIO)
)
COUNTY OF LORAIN) SS:

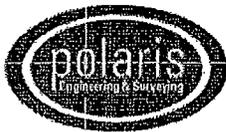
Before me, a Notary Public in and for said County and State appeared JAMES A. SMITH, as Mayor of the City of Avon who acknowledged that he/she did sign the foregoing instrument, is duly authorized to do so, and that the same is his free act and deed and the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 24th day of JAN, 2013.



Sandra K. Martin
Notary Public

SANDRA K. MARTIN
Notary Public, State of Ohio
My commission expires 7/6/2013



Polaris Engineering & Surveying
34600 Chardon Road Suite D
Willoughby Hills, Ohio 44094
Office: (440) 944-4433
Fax: (440) 944-3722

**DECEMBER 11, 2012
LEGAL DESCRIPTION
OF A WATERLINE EASEMENT
IN THE CITY OF AVON**

Situated in the City of Avon, County of Lorain, and State of Ohio, known as being part of Original Avon Township, Section 15, also known as being a waterline easement over part of land conveyed to Hahn Lakeside Ventures II, LLC by instrument no. 2009-0308041 of Lorain County Official Records (PPN 04-00-015-103-082):

Beginning in the northerly sideline of Detroit Road (width varies) at the southwesterly corner of deed parcel 1 of land conveyed to Avon 83 LLC by instrument no. 2010-0358452 of Lorain County Official Records (PPN 04-00-015-103-089):

- | | |
|-----------------|--|
| COURSE 1 | Thence North 64°59'57" West, along said northerly sideline, 18.87 feet; |
| COURSE 2 | Thence North 24°47'25" East, 113.65 feet; |
| COURSE 3 | Thence North 07°41'28" East, 5.59 feet; |
| COURSE 4 | Thence North 83°18'32" West, 1.57 feet; |
| COURSE 5 | Thence North 64°59'56" West, 137.97 feet to the easterly line of land conveyed to Heritage Village of Avon IV, LLC by instrument number 2009-0308034 of Lorain County Records (PPN 04-00-015-103-078); |
| COURSE 6 | Thence North 25°00'03" East, 137.97 along the easterly line of said Heritage Village of Avon IV, LLC, 20.00 feet; |

DECEMBER 11, 2012
LEGAL DESCRIPTION
OF A WATERLINE EASEMENT
IN THE CITY OF AVON
PAGE 2

- COURSE 7** Thence South 64°59'56" East, 133.38 feet;
- COURSE 8** Thence North 07°41'28" East, 6.29 feet to the southerly line of said deed parcel 1 of land conveyed to Avon 83 LLC;
- COURSE 9** Thence South 64°59'57" East, along the southerly line of said deed parcel 1 of land conveyed to Avon 83 LLC, 16.24 feet to a southwesterly corner thereof;
- COURSE 10** Thence 85.29 feet along the arc of a curve deflecting to the right in the westerly line of said deed parcel 1 of land conveyed to Avon 83 LLC, having a radius of 285.00 feet, a delta of 17°08'46", and a chord of 84.97 feet bearing South 16°25'41" West;
- COURSE 11** Thence South 25°00'03" West, continuing along said westerly line, 60.48 feet to the **Place of Beginning** and containing 0.1214 acres of land (5,290 square feet) as calculated and described in December, 2012 by Michael P. Spellacy P.S. #8169 of Polaris Engineering & Surveying Inc., be the same, more or less, but subject to all legal highways and easements of record. The intent of this instrument is to describe a waterline easement over part of PPN 04-00-015-103-082.

Michael P. Spellacy

12/11/2012

Michael P. Spellacy P.S. 8169



S:\2011 Projects\11059- The Market Place of Avon (Heritage Village) - OrleanCo - Avon (CWS)\Project Support Work\Legals and Survey Documents\Sanitary and Waterline Easements\02-Legal - Waterline Easement PPN 04-00-015-103-082.doc

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	85.29	285.00	42.97	84.97	N16°25'41"E	17°08'46"

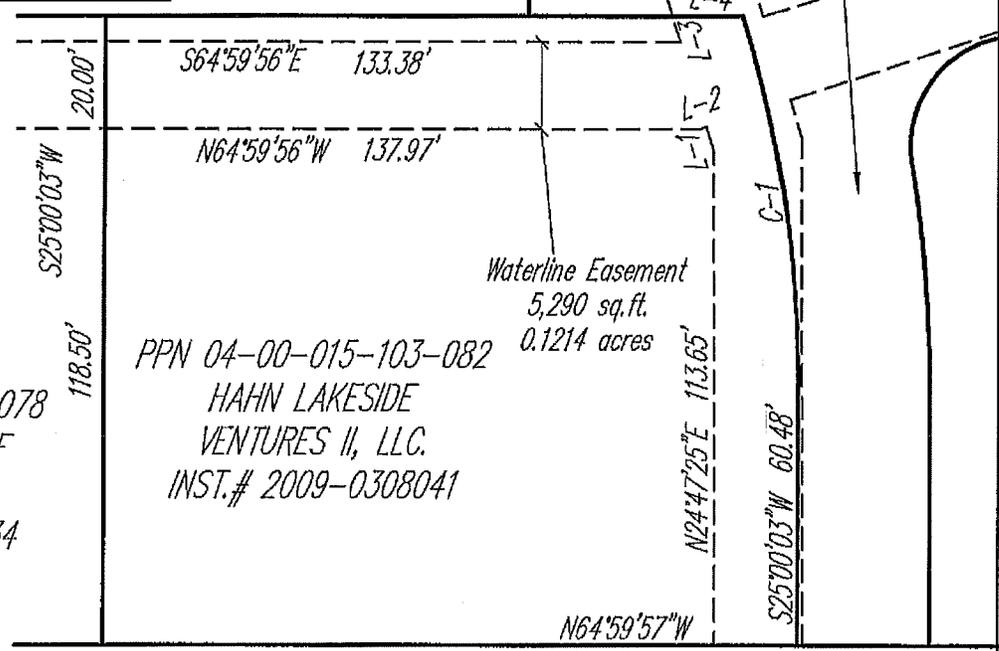
LINE TABLE		
LINE	LENGTH	BEARING
L1	5.59	N07°41'28"E
L2	1.57	N83°18'32"W
L3	6.29	N07°41'28"E
L4	16.24	S64°59'57"E

PPN 04-00-015-103-089
 AVON 83, LLC.
 INST.# 2010-0358452
 DEED PARCEL 1

PPN 04-00-015-103-077
 JPE I, LLC. & LTO
 OF OHIO, LLC.
 INST.# 2010-0353500

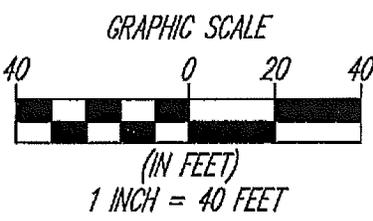
PPN 04-00-015-103-078
 HERITAGE VILLAGE OF
 AVON IV, LLC.
 INST.# 2009-0308034

PPN 04-00-015-103-082
 HAHN LAKESIDE
 VENTURES II, LLC.
 INST.# 2009-0308041

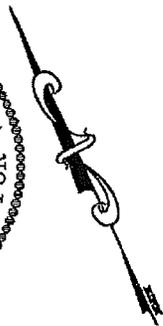


Waterline Easement
 5,290 sq.ft.
 0.1214 acres

Detroit Road (Width Varies)



Michael P. Spellacy
 12/11/2012



SKETCH TO ACCOMPANY
 LEGAL DESCRIPTION



POLARIS ENGINEERING &
 SURVEYING, INC.
 34800 CHARLTON ROAD - SUITE D
 WILLOUGHBY HILLS, OHIO 44094
 (440) 944-4433 (440) 944-3722 (Fax)
 www.polaris-es.com

PREPARED FOR:
 The Orlean Company

CONTRACT No.	11059
SHEET OF	1 1

NON - CONFORMING



Doc ID: 017927260007 Type: OFF
 Kind: EASEMENT/RIGHT OF WAY
 Recorded: 01/31/2013 at 12:18:11 PM
 Fee Amt: \$68.00 Page 1 of 7
 Lorain County, Ohio
 Judith M Nedwick County Recorder
 File 2013-0446507

①
**EASEMENT AGREEMENT FOR THE INSTALLATION
 AND MAINTENANCE OF WATERLINES**

THIS EASEMENT AGREEMENT is entered into as of this 23rd day of January, 2013 by and between **HERITAGE VILLAGE OF AVON IV, LLC**, an Ohio limited liability company, whose mailing address is **35682 Detroit Road, Avon, Ohio 44011** ("Grantor") and the **CITY OF AVON**, a political subdivision of the State of Ohio, its successors and assigns ("Grantee").

WITNESSETH

WHEREAS, the Grantor has agreed to provide Grantee an easement to install, construct, maintain, operate, tap into, repair, replace and/or remove Waterlines together with all appurtenances thereto, as determined by Grantee, its successors and assigns, through, in, and under, Grantor's land after the installation thereof by or on behalf of Grantor, and the dedication thereof to Grantee (the "Waterlines"); and

WHEREAS, Grantor and Grantee desire to enter into this easement upon the terms and conditions hereinafter set forth.

NOW THEREFORE, BE IT AGREED:

That the Grantor does hereby grant, bargain, convey and release to the Grantee, its successors and assigns, an exclusive, permanent easement upon and across certain land of the Grantor, located in the City of Avon, County of Lorain and State of Ohio, which is fully described in Exhibit "A" (the "Grantor's Property"), attached hereto and made a part of this Easement Agreement, which easement shall be located within that portion of Grantor's Property as described in Exhibit "A-1" attached hereto and made a part hereof (the "Easement Area"), for the purposes of the maintenance and repair of the Waterlines (the "Easement").

Said rights and easement conveyed herein shall be exercise exclusively by the Grantee for the maintenance and repair of the Waterlines and shall include the right to install, construct, maintain, operate, tap into, repair, replace and/or remove waterlines together with all appurtenances thereto, as determined by Grantee, its successors and assigns, and shall also include the right of ingress and egress for the purposes stated herein. The rights to said Grantee

herein shall be exercised in common with all tenants, occupants and other parties permitted to use Grantor's Property. Such rights and easements shall include the right without liability therefore to remove driveways, curbs, sidewalks, drainage structures, shrubs, trees, lawns, seeded or sodded areas, fences and other physical improvements or obstructions within the Easement Area which may materially interfere with the maintenance, repair or replacement of the Waterlines. Notwithstanding the foregoing, Grantee hereby acknowledges that the location of driveways, curbs, sidewalks, drainage structures, lawns, seeded or sodded area, shown on the approved site plan for Grantor's Property, a copy of which is attached hereto as Exhibit "B", shall not be deemed to martially interfere with the maintenance or repair of the Waterlines. This easement shall be permanent.

In connection with the exercise of the rights granted Grantee herein, Grantee shall use reasonable efforts to avoid interfering with the use or occupancy of Grantor's Property by any tenants or occupants thereof. Grantee shall indemnify and hold Grantor harmless from all claims, suits, obligations, liabilities and expenses (including reasonable attorney's fees and costs) arising as a result of any damage to Grantor's Property and/or personal injury caused by the negligence or intentional acts of Grantee in the exercise of the easement rights granted herein. Grantee shall restore in kind, as near as possible, the surface of said premises and replace or repair said driveways, curbs, sidewalks, drainage structures, lawns, seeded or sodded areas and the like to substantially the same condition as existed before any such work, but no fences, trees, shrubbery or other similar plantings shall be replaced or restored. No fences, trees or shrubbery or similar plantings shall be planted or permitted to grow within the permanent right of way and easement premises after installation of said waterlines. Grantor shall have the right to use the Easement Area for all purposes not inconsistent with the easement rights granted herein.

This document may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one document. Signature pages of any counterpart may be appended to any other counterpart and shall constitute an original document.

The terms and conditions of this Easement Agreement shall be binding upon the parties hereto and their respective representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement Agreement as of the respective dates set forth below.

GRANTOR:

HERITAGE VILLAGE OF AVON IV, LLC
an Ohio limited liability company

By: _____

Its: _____

GRANTEE:

CITY OF AVON
a political subdivision of the state of Ohio

By: James A. Smith

Its: Mayor of Avon

STATE OF OHIO)
)
COUNTY OF Lorain) SS:

Before me, a Notary Public in and for said County and State appeared James A. Gamelia, as Manager of **HERITAGE VILLAGE OF AVON IV, LLC**, an Ohio limited liability company, who acknowledged that he did sign the foregoing instrument, is duly authorized to do so, and that the same is his free act and deed and the free act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 23rd day of January, 2013.

S. Renee Ebner
Notary Public
S. Renee Ebner
Notary Public, State of Ohio
My Commission Expires September 9, 2016



STATE OF OHIO)
)
COUNTY OF LORAIN) SS:

Before me, a Notary Public in and for said County and State appeared JAMES A. SMITH, as MAYOR of the City of Avon who acknowledged that he/she did sign the foregoing instrument, is duly authorized to do so, and that the same is his free act and deed and the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 28th day of JAN., 2013.

Sandra K. Martin
Notary Public

SANDRA K. MARTIN
Notary Public, State of Ohio
My commission expires 7/6/2013





Polaris Engineering & Surveying
34600 Chardon Road Suite D
Willoughby Hills, Ohio 44094
Office: (440) 944-4433
Fax: (440) 944-3722

**DECEMBER 11, 2012
LEGAL DESCRIPTION
OF A WATERLINE EASEMENT
IN THE CITY OF AVON**

Situated in the City of Avon, County of Lorain, and State of Ohio, known as being part of Original Avon Township, Section 15, also known as being a waterline easement over part of land conveyed to Heritage Village of Avon IV by instrument no. 2009-0308034 of Lorain County Official Records (PPN 04-00-015-103-078);

Beginning in the northerly sideline of Detroit Road (width varies) at the at the southwesterly corner of land conveyed to Hahn Lakeside Ventures II, LLC by instrument no. 2009-0308041 of Lorain County Official Records (PPN 04-00-015-103-082);

Thence North $25^{\circ}00'03''$ East, along the westerly line of said Hahn Lakeside Ventures II, LLC, 118.50 feet to the **Principal Place of Beginning**;

COURSE 1 Thence North $64^{\circ}59'56''$ West, 67.96 feet;

COURSE 2 Thence North $25^{\circ}00'04''$ East, 20.00 feet;

COURSE 3 Thence South $64^{\circ}59'56''$ East, 67.96 feet to the westerly line of said Hahn Lakeside Ventures II, LLC;

DECEMBER 11, 2012
LEGAL DESCRIPTION
OF A WATERLINE EASEMENT
IN THE CITY OF AVON
PAGE 2

COURSE 4

Thence South 25°00'03" West, along said westerly line, 20.00 feet to the **Principal Place of Beginning** and containing 0.0312 acres of land (1,359 square feet) as calculated and described in December, 2012 by Michael P. Spellacy P.S. #8169 of Polaris Engineering & Surveying Inc., be the same, more or less, but subject to all legal highways and easements of record. The intent of this instrument is to describe a waterline easement over part of PPN 04-00-015-103-078.



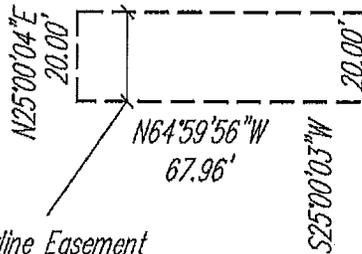
12/11/2012

Michael P. Spellacy P.S. 8169



PPN 04-00-015-103-077
 JPE I, LLC. & LTO
 OF OHIO, LLC.
 INST.# 2010-0353500

S64°59'56"E
 67.96'

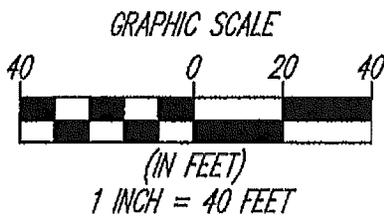


Waterline Easement
 1,359 sq.ft.
 0.0312 acres

PPN 04-00-015-103-078
 HERITAGE VILLAGE
 OF AVON IV, LLC.
 INST.# 2009-0308034

PPN 04-00-015-103-082
 HAHN LAKESIDE
 VENTURES II, LLC.
 INST.# 2009-0308041

Detroit Road (Width Varies)



Michael P. Spellacy
 12/11/2012



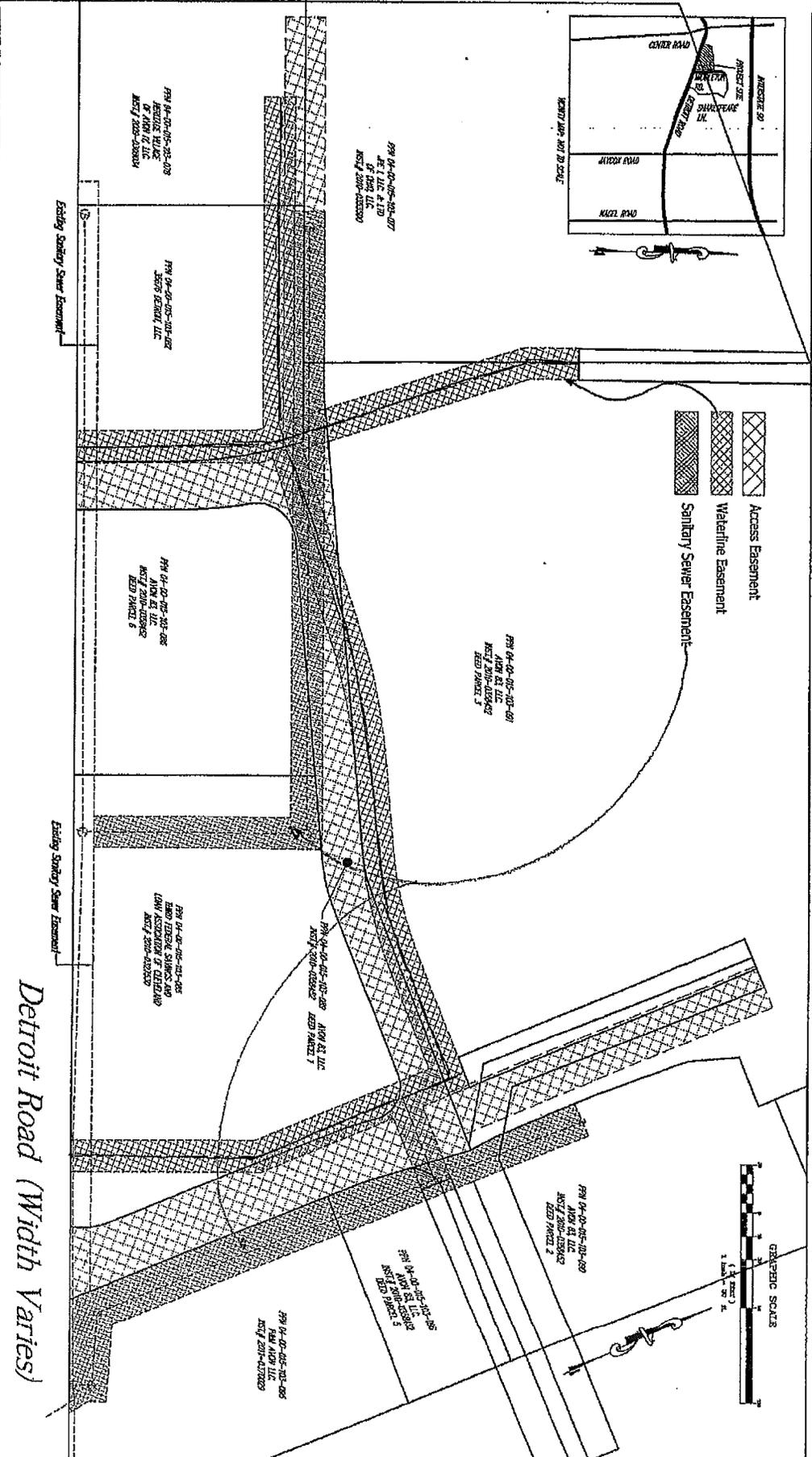
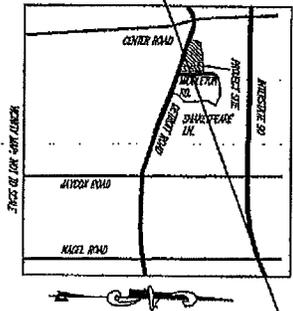
SKETCH TO ACCOMPANY
 LEGAL DESCRIPTION



POLARIS ENGINEERING &
 SURVEYING, INC.
 34800 CHARDON ROAD - SUITE D
 WILLOUGHBY HILLS, OHIO 44094
 (440) 844-4433 (440) 844-3722 (Fax)
 www.polaris-es.com

PREPARED FOR:
 The Orlean Company

CONTRACT No.	11059
SHEET OF	1 1



REV. NO.	DATE	BY	SCALE	DATE	PROJECT	CONTRACT NO.
			1" = 50'			11056
						01
						01

<p>The Marketplace at Avon PART OF ORIGINAL AVON TOWNSHIP SECTION 15 CITY OF AVON - LOHMAN COUNTY - STATE OF OHIO</p>	<p>POLARIS ENGINEERING & SURVEYING, INC. 1400 GARDEN ROAD - SUITE D AVON, OHIO 44001 (440) 941-4433 FAX (440) 941-3334 (FAX)</p>	<p>PROPOSED EASEMENTS</p>
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Doc ID: 017327290007 Type: OFF
 Kind: EASEMENT/RIGHT OF WAY
 Recorded: 01/31/2013 at 12:10:42 PM
 Fee Amt: \$68.00 Page 1 of 7
 Lorain County, Ohio
 Judith M Nedwick County Recorder
 File # 2013-0446511

NON - CONFORMING

**EASEMENT AGREEMENT FOR THE INSTALLATION
 AND MAINTENANCE OF WATERLINES**

②
THIS EASEMENT AGREEMENT is entered into as of this 24th day of January, 2013 by and between **JEP I LLC**, an Ohio limited liability company & **LTO OF OHIO, LLC**, an Ohio limited liability company, whose mailing address is **13575 Molly Pitcher Highway, Greencastle, Pennsylvania 17225** (collectively "Grantor") and the **CITY OF AVON**, a political subdivision of the State of Ohio, its successors and assigns ("Grantee").

WITNESSETH

WHEREAS, the Grantor has agreed to provide Grantee an easement to install, construct, maintain, operate, tap into, repair, replace and/or remove Waterlines together with all appurtenances thereto, as determined by Grantee, its successors and assigns, through, in, and under, Grantor's land after the installation thereof by or on behalf of Grantor, and the dedication thereof to Grantee (the "Waterlines"); and

WHEREAS, Grantor and Grantee desire to enter into this easement upon the terms and conditions hereinafter set forth.

NOW THEREFORE, BE IT AGREED:

That the Grantor does hereby grant, bargain, convey and release to the Grantee, its successors and assigns, an exclusive, permanent easement upon and across certain land of the Grantor, located in the City of Avon, County of Lorain and State of Ohio, which is fully described in Exhibit "A" (the "Grantor's Property"), attached hereto and made a part of this Easement Agreement, which easement shall be located within that portion of Grantor's Property as described in Exhibit "A-1" attached hereto and made a part hereof (the "Easement Area"), for the purposes of the maintenance and repair of the Waterlines (the "Easement").

Said rights and easement conveyed herein shall be exercise exclusively by the Grantee for the maintenance and repair of the Waterlines and shall include the right to install, construct, maintain, operate, tap into, repair, replace and/or remove waterlines together with all appurtenances thereto, as determined by Grantee, its successors and assigns, and shall also include the right of ingress and egress for the purposes stated herein. The rights to said Grantee

herein shall be exercised in common with all tenants, occupants and other parties permitted to use Grantor's Property. Such rights and easements shall include the right without liability therefore to remove driveways, curbs, sidewalks, drainage structures, shrubs, trees, lawns, seeded or sodded areas, fences and other physical improvements or obstructions within the Easement Area which may materially interfere with the maintenance, repair or replacement of the Waterlines. Notwithstanding the foregoing, Grantee hereby acknowledges that the location of driveways, curbs, sidewalks, drainage structures, lawns, seeded or sodded area, shown on the approved site plan for Grantor's Property, a copy of which is attached hereto as Exhibit "B", shall not be deemed to materially interfere with the maintenance or repair of the Waterlines. This easement shall be permanent.

In connection with the exercise of the rights granted Grantee herein, Grantee shall use reasonable efforts to avoid interfering with the use or occupancy of Grantor's Property by any tenants or occupants thereof. Grantee shall indemnify and hold Grantor harmless from all claims, suits, obligations, liabilities and expenses (including reasonable attorney's fees and costs) arising as a result of any damage to Grantor's Property and/or personal injury caused by the negligence or intentional acts of Grantee in the exercise of the easement rights granted herein. Grantee shall restore in kind, as near as possible, the surface of said premises and replace or repair said driveways, curbs, sidewalks, drainage structures, lawns, seeded or sodded areas and the like to substantially the same condition as existed before any such work, but no fences, trees, shrubbery or other similar plantings shall be replaced or restored. No fences, trees or shrubbery or similar plantings shall be planted or permitted to grow within the permanent right of way and easement premises after installation of said waterlines. Grantor shall have the right to use the Easement Area for all purposes not inconsistent with the easement rights granted herein.

This document may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one document. Signature pages of any counterpart may be appended to any other counterpart and shall constitute an original document.

The terms and conditions of this Easement Agreement shall be binding upon the parties hereto and their respective representatives, heirs, successors and assigns.

**INTENTIONALLY LEFT BLANK
SIGNATURES ON FOLLOWING PAGE**

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement Agreement as of the respective dates set forth below.

GRANTORS:

JEP I LLC

an Ohio limited liability company

By: George M. Pittman
Its: member

LTO OF OHIO LLC

an Ohio limited liability company

By: William S. Duh
Its: Member

GRANTEE:

CITY OF AVON

a political subdivision of the state of Ohio

By: Jenosa Smith
Its: Mayor/Chairman

STATE OF ~~OHIO~~ ^{Pennsylvania})
)
COUNTY OF Franklin)

SS:

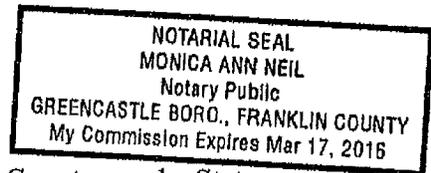
Before me, a Notary Public in and for said County and State appeared George m. Pittman, as Member of JEP I LLC, an Ohio limited liability company, who acknowledged that he did sign the foregoing instrument, is duly authorized to do so, and that the same is his free act and deed and the free act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 24th day of January, 2013.

[Signature]
Notary Public

STATE OF ~~OHIO~~ ^{Pennsylvania})
)
COUNTY OF Franklin)

SS:



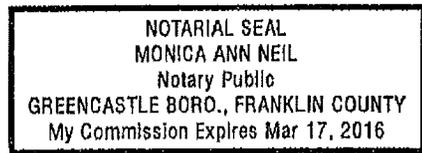
Before me, a Notary Public in and for said County and State appeared William S. Dick, as Member of LTO OF OHIO LLC, an Ohio limited liability company, who acknowledged that he did sign the foregoing instrument, is duly authorized to do so, and that the same is his free act and deed and the free act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 24th day of January, 2013.

[Signature]
Notary Public

STATE OF OHIO)
)
COUNTY OF Lorain)

SS:



Before me, a Notary Public in and for said County and State appeared JAMES A. SMITH, as MAYOR of the City of Avon who acknowledged that he/she did sign the foregoing instrument, is duly authorized to do so, and that the same is his free act and deed and the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 28th day of Jan., 2013.

[Signature]
Notary Public

SANDRA K. MARTIN
Notary Public, State of Ohio
My commission expires 7/6/2013





Polaris Engineering & Surveying
34600 Chardon Road Suite D
Willoughby Hills, Ohio 44094
Office: (440) 944-4433
Fax: (440) 944-3722

**DECEMBER 11, 2012
LEGAL DESCRIPTION
OF A WATERLINE EASEMENT
IN THE CITY OF AVON**

Situated in the City of Avon, County of Lorain, and State of Ohio, known as being part of Original Avon Township, Section 15, also known as being a waterline easement over part of land conveyed to JPE I LLC & LTO of Ohio LLC by instrument no. 2010-0353500 of Lorain County Records (PPN 04-00-015-103-077):

Beginning at the at the northwesterly corner of deed parcel 1 of land conveyed to Avon 83 LLC by instrument no. 2010-0358452 of Lorain County Official Records (PPN 04-00-015-103-089), the same being the southwestery corner of deed parcel 3 of land conveyed to Avon 83 LLC by instrument no. 2010-0358452 of Lorain County Official Records (PPN 04-00-015-103-091);

Thence North $24^{\circ}07'41''$ East, along the westerly line of said deed parcel 3 of land conveyed to Avon 83 LLC, 49.84 feet to an angle point therein;

Thence North $24^{\circ}39'59''$ East, continuing along the westerly line of said deed parcel 3 of land conveyed to Avon 83 LLC, 48.15 feet to the **Principal Place of Beginning**;

COURSE 1 Thence North $07^{\circ}41'28''$ East, 31.52 feet;

COURSE 2 Thence North $25^{\circ}26'39''$ East, 33.86 feet;

COURSE 3 Thence South $64^{\circ}33'21''$ East, 8.74 feet to the westerly line of said deed parcel 3 of land conveyed to Avon 83 LLC;

DECEMBER 11, 2012
LEGAL DESCRIPTION
OF A WATERLINE EASEMENT
IN THE CITY OF AVON
PAGE 2

COURSE 4

Thence South 24°39'59" West, along the westerly line of said deed parcel 3 of land conveyed to Avon 83 LLC, 63.88 feet to the **Principal Place of Beginning** and containing 0.0101 acres of land (442 square feet) as calculated and described in December, 2012 by Michael P. Spellacy P.S. #8169 of Polaris Engineering & Surveying Inc., be the same, more or less, but subject to all legal highways and easements of record. The intent of this instrument is to describe a waterline easement over part of PPN 04-00-015-103-077.



12/11/2012

Michael P. Spellacy P.S. 8169



Existing
 Waterline Easement
 442 sq.ft.
 0.0101 acres

S64°33'21"E
 8.74'

PPN 04-00-015-103-091
 AVON 83, LLC.
 INST.# 2010-0358452
 DEED PARCEL 3

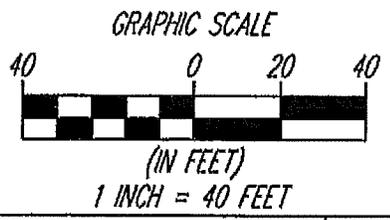
PPN 04-00-015-103-077
 JPE I, LLC. & LTO
 OF OHIO, LLC.
 INST.# 2010-0353500

N25°26'39"E
 33.86'
 N07°14'01"E
 31.52'
 E 1.86'
 N24°39'59"E
 48.15'
 N24°07'41"E
 49.84'

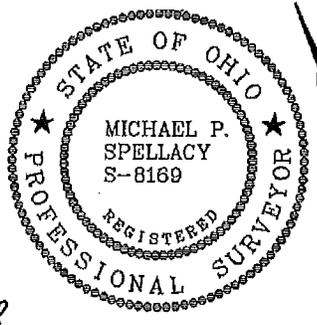
PPN 04-00-015-103-078
 HERITAGE VILLAGE
 OF AVON IV, LLC.
 INST.# 2009-0308034

PPN 04-00-015-103-082
 HAHN LAKESIDE
 VENTURES II, LLC.
 INST.# 2009-0308041

PPN 04-00-015-103-089
 AVON 83, LLC.
 INST.# 2010-0358452
 DEED PARCEL 1



Michael P. Spellacy
 12/11/2012



SKETCH TO ACCOMPANY
 LEGAL DESCRIPTION



POLARIS ENGINEERING &
 SURVEYING, INC.
 34600 CHARDON ROAD - SUITE D
 WILLOUGHBY HILLS, OHIO 44094
 (440) 944-4433 (440) 944-3722 (Fax)
 www.polaris-es.com

PREPARED FOR:
 The Orlean Company

CONTRACT No.	
11059	
SHEET	OF
1	1

NON-CONFORMING


 Doc ID: 017327330008 Type: OFF
 Kind: EASEMENT/RIGHT OF WAY
 Recorded: 01/31/2013 at 12:22:19 PM
 Fee Amt: \$76.00 Page 1 of 8
 Lorain County, Ohio
 Judith M Nedwick County Recorder
 File **2013-0446515**

-089

EASEMENT AGREEMENT FOR THE INSTALLATION AND MAINTENANCE OF WATERLINES

THIS EASEMENT AGREEMENT is entered into as of this 12 day of January, 2013 by and between **AVON 83, LLC**, an Ohio limited liability company, whose mailing address is 23875 Commerce Park Road, Suite #140, Cleveland, Ohio 44122 ("Grantor") and the **CITY OF AVON**, a political subdivision of the State of Ohio, its successors and assigns ("Grantee").

WITNESSETH

WHEREAS, the Grantor has agreed to provide Grantee an easement to install, construct, maintain, operate, tap into, repair, replace and/or remove Waterlines together with all appurtenances thereto, as determined by Grantee, its successors and assigns, through, in, and under, Grantor's land after the installation thereof by or on behalf of Grantor, and the dedication thereof to Grantee (the "Waterlines"); and

WHEREAS, Grantor and Grantee desire to enter into this easement upon the terms and conditions hereinafter set forth.

NOW THEREFORE, BE IT AGREED:

That the Grantor does hereby grant, bargain, convey and release to the Grantee, its successors and assigns, an exclusive, permanent easement upon and across certain land of the Grantor, located in the City of Avon, County of Lorain and State of Ohio, which is fully described in Exhibit "A" (the "Grantor's Property"), attached hereto and made a part of this Easement Agreement, which easement shall be located within that portion of Grantor's Property as described in Exhibit "A-1" attached hereto and made a part hereof (the "Easement Area"), for the purposes of the maintenance and repair of the Waterlines (the "Easement").

Said rights and easement conveyed herein shall be exercise exclusively by the Grantee for the maintenance and repair of the Waterlines and shall include the right to install, construct, maintain, operate, tap into, repair, replace and/or remove waterlines together with all appurtenances thereto, as determined by Grantee, its successors and assigns, and shall also include the right of ingress and egress for the purposes stated herein. The rights to said Grantee herein shall be exercised in common with all tenants, occupants and other parties permitted to

use Grantor's Property. Such rights and easements shall include the right without liability therefore to remove driveways, curbs, sidewalks, drainage structures, shrubs, trees, lawns, seeded or sodded areas, fences and other physical improvements or obstructions within the Easement Area which may materially interfere with the maintenance, repair or replacement of the Waterlines. Notwithstanding the foregoing, Grantee hereby acknowledges that the location of driveways, curbs, sidewalks, drainage structures, lawns, seeded or sodded area, shown on the approved site plan for Grantor's Property, a copy of which is attached hereto as Exhibit "B", shall not be deemed to materially interfere with the maintenance or repair of the Waterlines. This easement shall be permanent.

In connection with the exercise of the rights granted Grantee herein, Grantee shall use reasonable efforts to avoid interfering with the use or occupancy of Grantor's Property by any tenants or occupants thereof. Grantee shall indemnify and hold Grantor harmless from all claims, suits, obligations, liabilities and expenses (including reasonable attorney's fees and costs) arising as a result of any damage to Grantor's Property and/or personal injury caused by the negligence or intentional acts of Grantee in the exercise of the easement rights granted herein. Grantee shall restore in kind, as near as possible, the surface of said premises and replace or repair said driveways, curbs, sidewalks, drainage structures, lawns, seeded or sodded areas and the like to substantially the same condition as existed before any such work, but no fences, trees, shrubbery or other similar plantings shall be replaced or restored. No fences, trees or shrubbery or similar plantings shall be planted or permitted to grow within the permanent right of way and easement premises after installation of said waterlines. Grantor shall have the right to use the Easement Area for all purposes not inconsistent with the easement rights granted herein.

This document may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one document. Signature pages of any counterpart may be appended to any other counterpart and shall constitute an original document.

The terms and conditions of this Easement Agreement shall be binding upon the parties hereto and their respective representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement Agreement as of the respective dates set forth below.

GRANTOR:

AVON 83, LLC
an Ohio limited liability company

By: David B. Orlean
Its: Member

GRANTEE:

CITY OF AVON
a political subdivision of the state of Ohio

By: James A. Smith
Its: Mayor of Avon

STATE OF OHIO)
)
COUNTY OF Cuyahoga) SS:

Before me, a Notary Public in and for said County and State appeared David B. Orlean, as member of AVON 83, LLC, an Ohio limited liability company, who acknowledged that he did sign the foregoing instrument, is duly authorized to do so, and that the same is his free act and deed and the free act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 23rd day of January, 2013.

Sara A. Keith
Notary Public

SARA A. KEITH
Notary Public - State of Ohio
My Commission Expires October 18, 2016

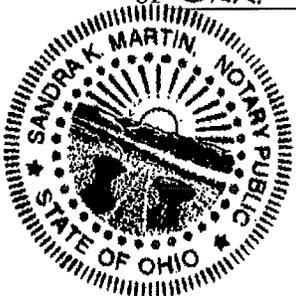
STATE OF OHIO)
)
COUNTY OF LOCAL) SS:

Before me, a Notary Public in and for said County and State appeared JAMES A. SMITH, as MAYOR of the City of Avon who acknowledged that he/she did sign the foregoing instrument, is duly authorized to do so, and that the same is his free act and deed and the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 28th day of JAN., 2013.

Sandra K. Martin
Notary Public

SANDRA K. MARTIN
Notary Public, State of Ohio
My commission expires 7/6/2013





Polaris Engineering & Surveying

34600 Chardon Road Suite D

Willoughby Hills, Ohio 44094

Office: (440) 944-4433

Fax: (440) 944-3722

**DECEMBER 11, 2012
LEGAL DESCRIPTION
OF A WATERLINE EASEMENT
IN THE CITY OF AVON**

Situated in the City of Avon, County of Lorain, and State of Ohio, known as being part of Original Avon Township, Section 15, also known as being a waterline easement over part of deed parcel 1 of land conveyed to Avon 83 LLC by instrument no. 2010-0358452 of Lorain County Official Records (PPN 04-00-015-103-089):

Beginning in the northerly sideline of Detroit Road (width varies) at the southeasterly corner of land conveyed to Hahn Lakeside Ventures II, LLC by instrument no. 2009-0308041 of Lorain County Official Records (PPN 04-00-015-103-082):

- COURSE 1** Thence North 25°00'03" East, along the easterly line of said deed Hahn Lakeside Ventures II, LLC, 60.48 feet;
- COURSE 2** Thence 85.29 feet along the arc of a curve deflecting to the left in the easterly line of said deed Hahn Lakeside Ventures II, LLC, having a radius of 285.00 feet, a delta of 17°08'46", and a chord of 84.97 feet bearing North 16°25'41" East;
- COURSE 3** Thence North 64°59'57" West, along the northerly line of said deed Hahn Lakeside Ventures II, LLC, 16.24 feet;
- COURSE 4** Thence North 07°41'28" East, 14.70 feet to the southerly line of deed parcel 3 of land conveyed to Avon 83 LLC by instrument no. 2010-0358452 of Lorain County Official Records (PPN 04-00-015-103-091);

**DECEMBER 11, 2012
LEGAL DESCRIPTION
OF A WATERLINE EASEMENT
IN THE CITY OF AVON
PAGE 2**

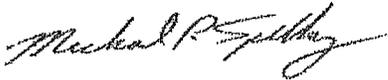
- COURSE 5** Thence South 70°16'01" East, along the southerly line of said deed parcel 3 of land conveyed to Avon 83 LLC, 20.45 feet;
- COURSE 6** Thence South 07°41'28" West, 16.80 feet;
- COURSE 7** Thence South 83°18'32" East, 72.82 feet to the southerly line of said deed parcel 3 of land conveyed to Avon 83 LLC;
- COURSE 8** Thence South 70°16'01" East, along the southerly line of said deed parcel 3 of land conveyed to Avon 83 LLC, 186.13 feet;
- COURSE 9** Thence 24.34 feet along the arc of a curve deflecting to the left in the southerly line of said deed parcel 3 of land conveyed to Avon 83 LLC, having a radius of 87.00 feet, a delta of 16°41'16", and a chord of 25.25 feet bearing South 78°36'34" East;
- COURSE 10** Thence South 86°57'07" East, along the southerly line of said deed parcel 3 of land conveyed to Avon 83 LLC, 134.40 feet;
- COURSE 11** Thence South 02°30'03" West, 18.50 feet;
- COURSE 12** Thence South 86°57'07" East, 35.20 feet to the westerly line of deed parcel 2 of land conveyed to Avon 83 LLC by instrument no. 2010-0358452 of Lorain County Official Records (PPN 04-00-015-103-090);
- COURSE 13** Thence South 08°15'21" West, along the westerly line of said deed parcel 2 of land conveyed to Avon 83 LLC 20.08 feet;
- COURSE 14** Thence North 86°57'07" West, 33.18 feet;
- COURSE 15** Thence South 02°30'03" West, 91.21 feet;
- COURSE 16** Thence South 25°00'03" West, 17.44 feet to the easterly line of land conveyed to Third Federal Savings and Loan Association by instrument number 2010-0327530 of Lorain County Official Records (PPN 04-00-015-103-085);
- COURSE 17** Thence North 03°02'55" East, along the easterly line of said Third Federal Savings and Loan Association, 72.64 feet;

**DECEMBER 11, 2012
LEGAL DESCRIPTION
OF A WATERLINE EASEMENT
IN THE CITY OF AVON
PAGE 3**

- COURSE 18** Thence 10.72 feet along the arc of a curve deflecting to the right in the easterly line of said Third Federal Savings and Loan Association, having a radius of 118.00 feet, a delta of $05^{\circ}12'26''$, and a chord of 10.72 feet bearing North $05^{\circ}39'08''$ East;
- COURSE 19** Thence North $08^{\circ}15'21''$ East, along the easterly line of said Third Federal Savings and Loan Association, 14.78 feet;
- COURSE 20** Thence 29.59 feet along the arc of a curve deflecting to the left in the easterly line of said Third Federal Savings and Loan Association, having a radius of 20.00 feet, a delta of $84^{\circ}46'33''$, and a chord of 26.97 feet bearing North $34^{\circ}07'56''$ West;
- COURSE 21** Thence North $02^{\circ}30'03''$ East, 19.98 feet;
- COURSE 22** Thence North $87^{\circ}07'30''$ West, 68.06 feet;
- COURSE 23** Thence 77.42 feet along the arc of a curve deflecting to the right, having a radius of 260.00 feet, a delta of $17^{\circ}03'43''$, and a chord of 77.14 feet bearing North $78^{\circ}35'38''$ West;
- COURSE 24** Thence North $70^{\circ}03'47''$ West, 53.67 feet;
- COURSE 25** Thence 78.60 feet along the arc of a curve deflecting to the left, having a radius of 340.00 feet, a delta of $13^{\circ}14'45''$, and a chord of 78.43 feet bearing North $76^{\circ}41'09''$ West;
- COURSE 26** Thence North $83^{\circ}18'32''$ West, 119.41 feet;
- COURSE 27** Thence South $07^{\circ}41'28''$ West, 8.95 feet;

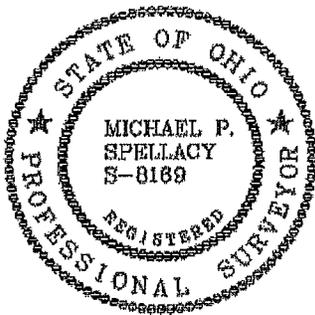
DECEMBER 11, 2012
LEGAL DESCRIPTION
OF A WATERLINE EASEMENT
IN THE CITY OF AVON
PAGE 4

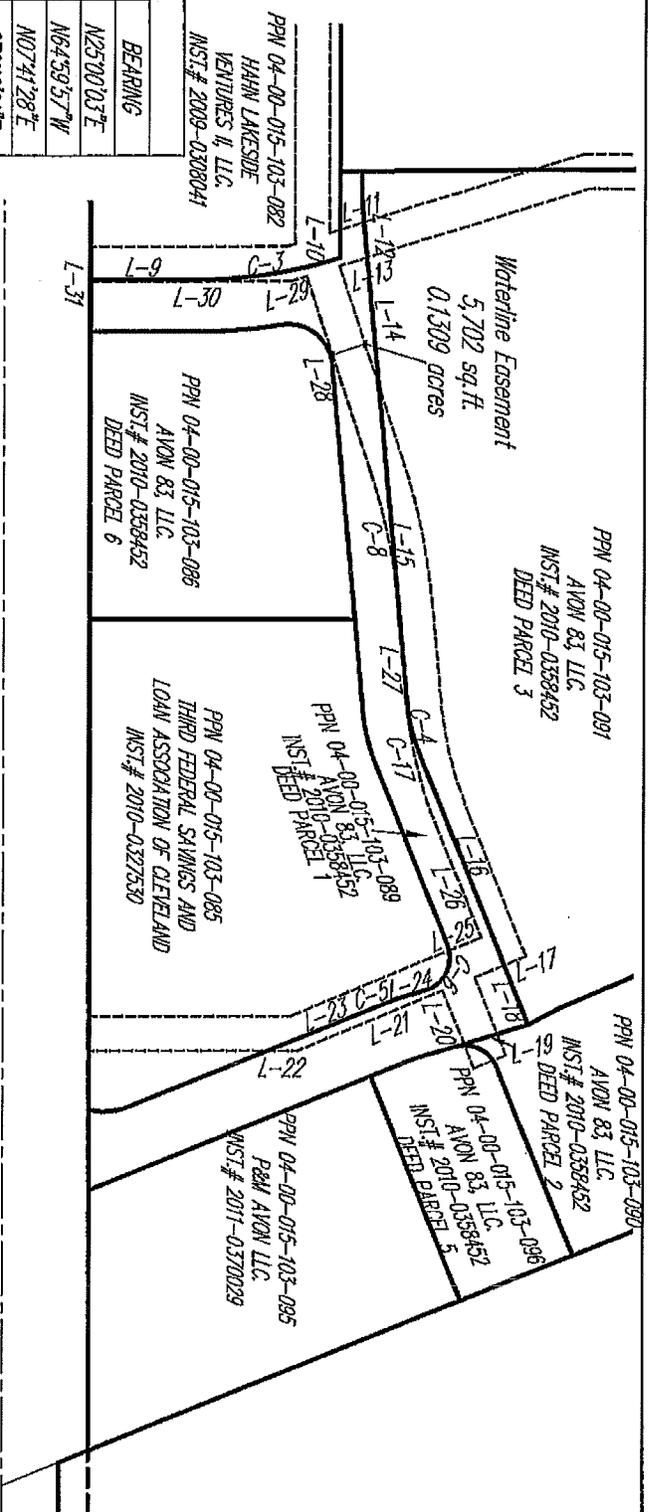
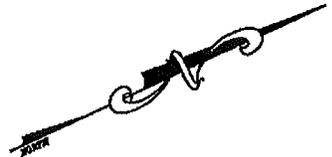
- COURSE 28** Thence South $24^{\circ}47'25''$ West, 116.73 feet to the northerly sideline of said Detroit Road;
- COURSE 29** Thence North $64^{\circ}59'57''$ West, along said northerly sideline, 1.13 feet to the **Place of Beginning** and containing 0.1309 acres of land (5,702 square feet) as calculated and described in December, 2012 by Michael P. Spellacy P.S. #8169 of Polaris Engineering & Surveying Inc., be the same, more or less, but subject to all legal highways and easements of record. The intent of this instrument is to describe a waterline easement over part of PPN 04-00-015-103-089.



12/11/2012

Michael P. Spellacy P.S. 8169





LINE	LENGTH	BEARING
L9	62.48	N25°00'03"E
L10	16.24	N64°59'57"W
L11	14.70	N07°41'28"E
L12	20.45	S70°16'01"E
L13	16.80	S07°41'28"W
L14	22.82	S83°18'32"E
L15	186.19	S70°16'01"E
L16	134.40	S86°57'07"E
L17	18.50	S02°30'03"W
L18	33.20	S86°57'07"E
L19	20.08	S08°15'21"W
L20	33.18	N86°57'07"W
L21	91.21	S02°30'03"W
L22	17.44	S25°00'03"W
L23	72.64	N03°02'55"E
L24	14.78	N08°15'21"E
L25	19.98	N02°30'03"E
L26	68.06	N87°07'30"W
L27	53.67	N70°03'47"W
L28	119.41	N83°18'32"W
L29	8.95	S07°41'28"W
L30	116.73	S24°47'25"W
L31	1.13	N64°59'57"W



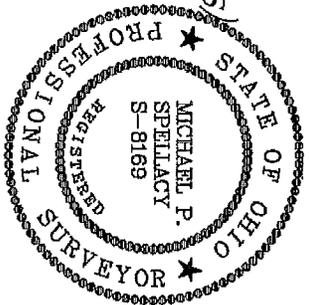
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C3	85.29	285.00	42.97	84.97	N18°25'41"E	1708°46"
C4	25.34	87.00	12.76	25.25	S78°36'34"E	16°41'16"
C5	10.72	118.00	5.37	10.72	S05°39'08"W	5°12'25"
C6	29.59	20.00	18.25	26.97	N34°07'56"W	84°46'33"
C7	77.43	260.00	39.00	77.14	S78°35'38"E	1703°43"
C8	78.60	340.00	39.48	78.43	N76°41'09"W	1374°45"

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION



POLARIS ENGINEERING & SURVEYING, INC.
3460 CHADRON ROAD - SUITE D
MILBURNER HILLS, OHIO 44094
(440) 944-4433 (440) 944-5722 (fax)
www.polaris-es.com

PREPARED FOR:
The Orleans Company



Michael P. Spellacy
12/11/2012

CONTRACT No.	11059
SHEET OF	1 1 1