



Doc ID: 017327320008 Type: OFF  
Kind: EASEMENT/RIGHT OF WAY  
Recorded: 01/31/2013 at 12:21:40 PM  
Fee Amt: \$60.00 Page 1 of 6  
Lorain County, Ohio  
Judith M Nedwick County Recorder  
File **2013-0446514**

**NON - CONFORMING**

*099 Now  
- 099*

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

**THIS EASEMENT AGREEMENT** is entered into as of this 31<sup>st</sup> 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 G. 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 23<sup>rd</sup> 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 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 28<sup>th</sup> 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 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):

**Beginning** at the northeasterly corner of deed parcel 5 of land conveyed to Avon 83 LLC by instrument no. 2010-0358452 of Lorain County Official Records (PPN 04-00-015-103-096);

Thence South  $86^{\circ}57'07''$  East, along the southerly line of said deed parcel 5 of land conveyed to Avon 83 LLC, 117.19 feet;

Thence 4.36 feet along the arc of a curve deflecting to the left in the northerly line of said deed parcel 5 of land conveyed to Avon 83 LLC, having a radius of 20.00 feet, a delta of  $12^{\circ}29'50''$ , and a chord of 4.35 feet bearing South  $86^{\circ}47'58''$  West to the **Principal Place of Beginning**:

**COURSE 1**

Thence 19.36 feet along the arc of a curve deflecting to the left in the northerly line of said deed parcel 5 of land conveyed to Avon 83 LLC, having a radius of 20.00 feet, a delta of  $55^{\circ}28'20''$ , and a chord of 18.62 feet bearing South  $52^{\circ}48'53''$  West;

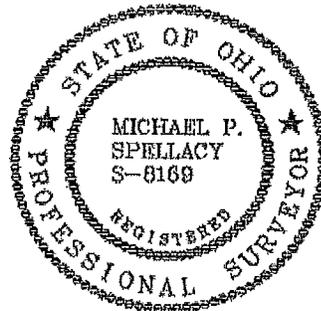
DECEMBER 11, 2012  
LEGAL DESCRIPTION  
OF A WATERLINE EASEMENT  
IN THE CITY OF AVON  
PAGE 2

- COURSE 2** Thence North 86°57'07" West, 0.86 feet to an Easterly line of deed parcel 1 of land conveyed to Avon 83 LLC by Instrument number 2010-0358452 of Lorain County Official Records (PPN 04-00-015-103-089);
- COURSE 3** Thence North 08°15'21" East, along said Easterly line of deed parcel 1 of land conveyed to Avon 83 LLC, 20.08 feet;
- COURSE 4** Thence South 86°57'07" East, 13.25 feet;
- COURSE 5** Thence South 03°02'53" West, 7.98 to the **Principal Place of Beginning** and containing 0.0039 acres of land (169 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 04-00-015-103-090.

*Michael P. Spellacy*

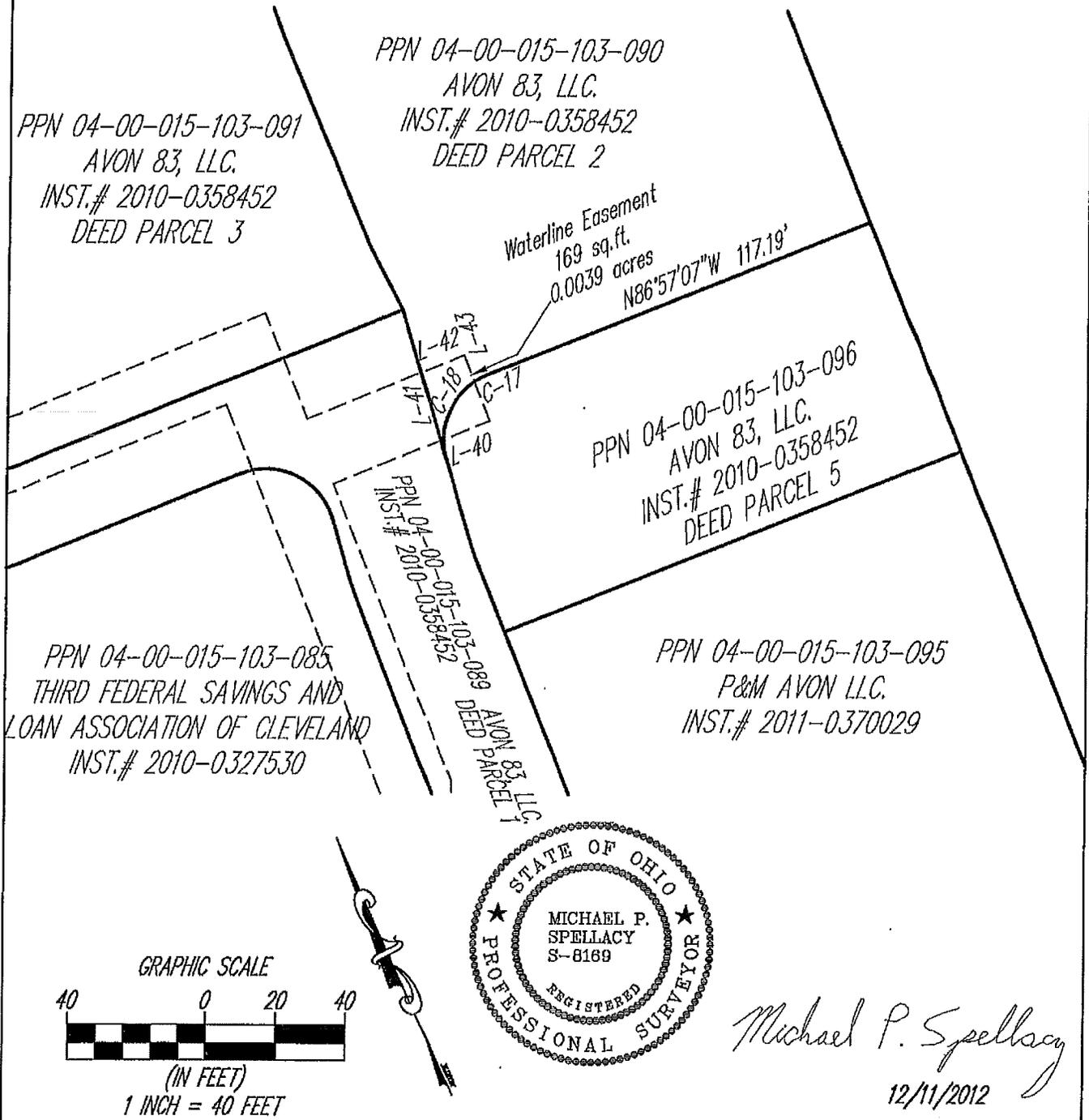
12/11/2012

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\12-Legal - Waterline Easement PPN 04-00-015-103-090.doc

CURVE TABLE							LINE TABLE		
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA	LINE	LENGTH	BEARING
C17	4.36	20.00	2.19	4.35	S86°47'58"W	12°29'50"	L40	0.86	N86°57'07"W
C18	19.36	20.00	10.52	18.62	S52°48'53"W	55°28'20"	L41	20.08	N08°15'21"E
							L42	13.25	S86°57'07"E
							L43	7.98	S03°02'53"W



SKETCH TO ACCOMPANY  
LEGAL DESCRIPTION



POLARIS ENGINEERING &  
SURVEYING, INC.  
34600 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



Doc ID: 017327300006 Type: OFF  
Kind: EASEMENT/RIGHT OF WAY  
Recorded: 01/31/2013 at 12:20:16 PM  
Fee Amt: \$80.00 Page 1 of 6  
Lorain County, Ohio  
Judith M Nedwick County Recorder

File **2013-0446512**

**NON - CONFORMING**

*-096  
New 099*

①

**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 **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 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 Basement 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. Ornel  
Its: Marybeth Ann

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 23<sup>rd</sup> 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 LORAIN ) SS:

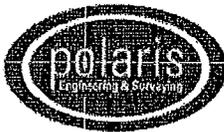
Before me, a Notary Public in and for said County and State appeared JAMES A. SMITH, as MAYOR of the City of Avon who acknowledged that he/she did sign the foregoing instrument, is duly authorized to do so, and that the same is his free act and deed and the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 28<sup>th</sup> 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 deed parcel 5 of land conveyed to Avon 83 LLC by instrument no. 2010-0358452 of Lorain County Official Records (PPN 04-00-015-103-096):

**Beginning** at the southeasterly corner 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);

Thence South 86°57'07" East, along the southerly line of said deed parcel 2 of land conveyed to Avon 83 LLC, 117.19 feet;

Thence 4.36 feet along the arc of a curve deflecting to the left in the southerly line of said deed parcel 2 of land conveyed to Avon 83 LLC, having a radius of 20.00 feet, a delta of 12°29'50", and a chord of 4.35 feet bearing South 86°47'58" West to the **Principal Place of Beginning**:

**COURSE 1** Thence South 03°02'53" West, 12.02 feet;

**COURSE 2** Thence North 86°57'07" West, 14.21 feet to the southerly line of said deed parcel 2 of land conveyed to Avon 83 LLC;

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

COURSE 3

Thence 19.36 feet along the arc of a curve deflecting to the right in the southerly line of said deed parcel 2 of land conveyed to Avon 83 LLC, having a radius of 20.00 feet, a delta of 55°28'20", and a chord of 18.62 feet bearing North 52°48'53" East to the **Principal Place of Beginning** and containing 0.0026 acres of land (114 square feet) as calculated and described in December, 2012 by Michael P. Spellacy P.S. #8169 of Polar's 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 04-00-015-103-096.



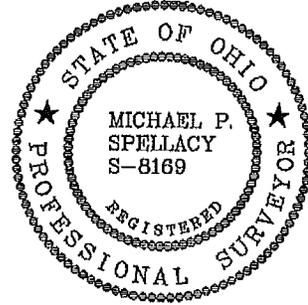
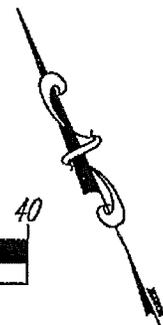
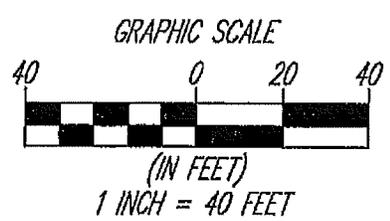
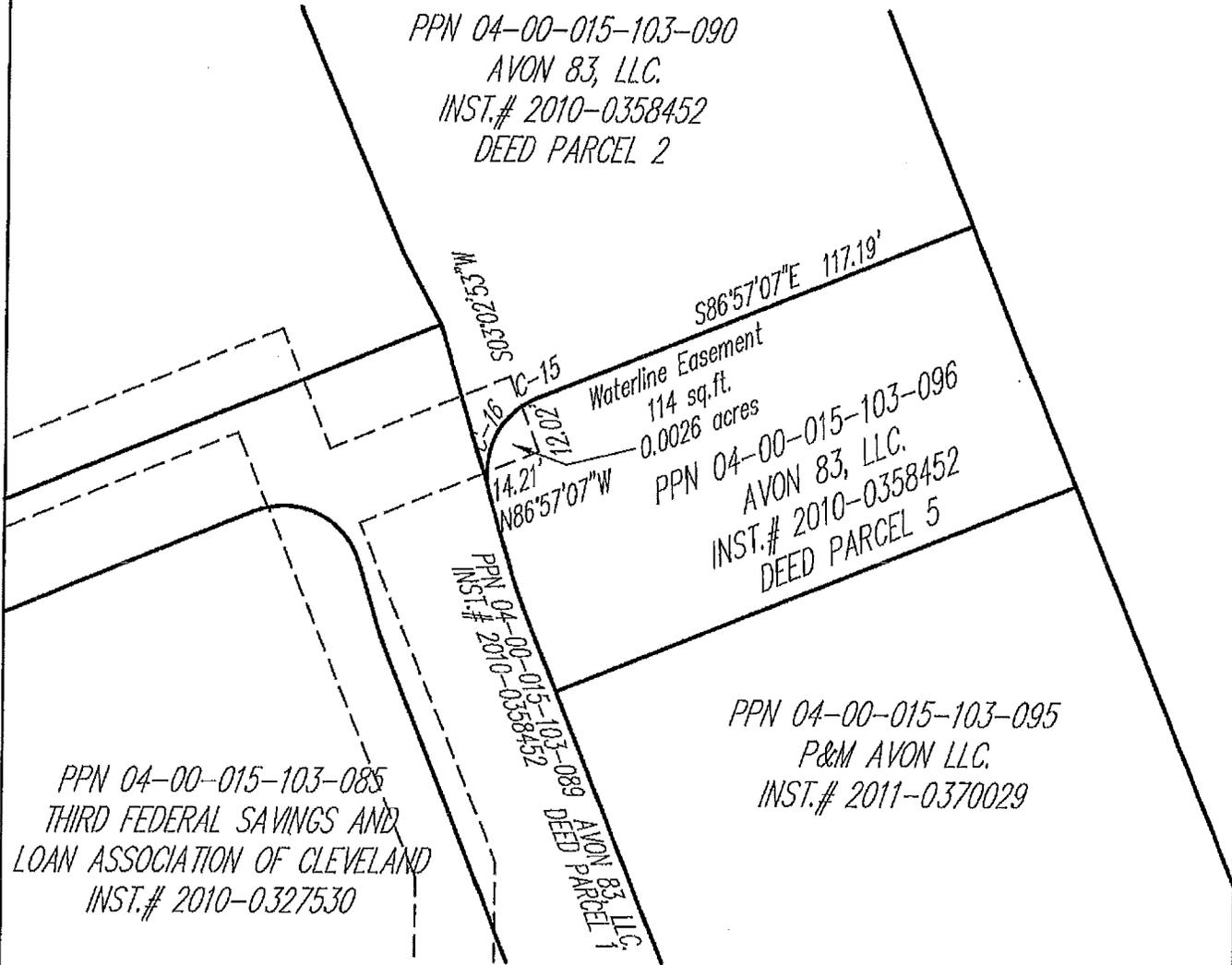
12/11/2012

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\11-Legal - Waterline Easement PPN 04-00-015-103-096.doc

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C15	4.36	20.00	2.19	4.35	S86°47'58"W	12°29'50"
C16	19.36	20.00	10.52	18.62	N52°48'53"E	55°28'20"



*Michael P. Spellacy*  
12/11/2012

SKETCH TO ACCOMPANY  
LEGAL DESCRIPTION



POLARIS ENGINEERING &  
SURVEYING, INC.  
34600 CHARLON ROAD - SUITE D  
WILLOUGHBY HILLS, OHIO 44094  
(440) 944-4433 (440) 844-3722 (Fax)  
www.polaris-es.com

PREPARED FOR:  
The Orlean Company

CONTRACT No.	11059
SHEET OF	111

Doc ID: 017327310008 Type: OFF  
Kind: EASEMENT/RIGHT OF WAY  
Recorded: 01/31/2013 at 12:20:51 PM  
Fee Amt: \$76.00 Page 1 of 8  
Lorain County, Ohio  
Judith M Nedwick County Recorder  
File **2013-0446513**

**NON - CONFORMING**

*-091  
Now 099*

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

①

**THIS EASEMENT AGREEMENT** is entered into as of this 23 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. O'Leary  
Its: Member

**GRANTEE:**

**CITY OF AVON**  
a political subdivision of the state of Ohio

By: James A. Smith  
Its: Mayor

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 23<sup>rd</sup> 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 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 28<sup>th</sup> day of Jan., 2013.

Sandra K. Martin  
Notary Public

SANDRA K. MARTIN  
Notary Public, State of Ohio  
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  
(WATERLINE EASEMENT #1)**

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 3 of land conveyed to Avon 83 LLC by instrument no. 2010-0358452 of Lorain County Official Records (PPN 04-00-015-103-091):

**Beginning** in 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), at a northeasterly corner of deed parcel 1 of land conveyed to Avon 83 LLC by instrument number 2010-0358452 of Lorain County Official Records (PPN 04-00-015-103-089);

Thence North  $86^{\circ}57'07''$  West, along a northerly line of said deed parcel 1 of land conveyed to Avon 83 LLC, 37.06 feet to the **Principal Place of Beginning**;

**COURSE 1** Thence North  $86^{\circ}57'07''$  West, continuing along said northerly line of deed parcel 1 of land conveyed to Avon 83 LLC, 134.40 feet;

**COURSE 2** Thence 25.34 feet along the arc of a curve deflecting to the right in said northerly line of deed parcel 1 of land conveyed to Avon 83 LLC, having a radius of 87.00 feet, a delta of  $16^{\circ}41'16''$ , and a chord of 25.25 feet bearing North  $78^{\circ}36'34''$  West;

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

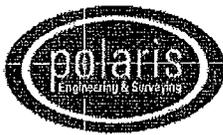
- COURSE 3** Thence North 70°16'01" West, along said northerly line of deed parcel 1 of land conveyed to Avon 83 LLC, 186.19 feet;
- COURSE 4** Thence South 83°18'32" East, 46.24 feet;
- COURSE 5** Thence 83.23 feet along the arc of a curve deflecting to the right, having a radius of 360.00 feet, a delta of 13°14'45", and a chord of 83.03 feet bearing South 76°41'09" East;
- COURSE 6** Thence South 70°03'47" East, 53.67 feet;
- COURSE 7** Thence 71.47 feet along the arc of a curve deflecting to the left, having a radius of 240.00 feet, a delta of 17°03'43", and a chord of 71.21 feet bearing South 78°35'38" East;
- COURSE 8** Thence South 87°07'30" East, 87.93 feet;
- COURSE 9** Thence South 02°30'03" West, along 13.71 feet to the **Principal Place of Beginning** and containing 0.1165 acres of land (5,075 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 04-00-015-103-091.

*Michael P. Spellacy*

12/11/2012

Michael P. Spellacy P.S. 8169





**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  
(WATERLINE EASEMENT #2)**

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 3 of land conveyed to Avon 83 LLC by instrument no. 2010-0358452 of Lorain County Official Records (PPN 04-00-015-103-091):

**Beginning** at the at the southeasterly corner 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), the same being in the northerly line 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);

Thence North 24°07'41" East, along the easterly line of said JPE I LLC & LTO of Ohio LLC, 62.84 feet to an angle point therein;

Thence North 24°39'59" East, continuing along the easterly line of said JPE I LLC & LTO of Ohio LLC, 48.15 feet to the **Principal Place of Beginning**;

- |                 |   |
|-----------------|---|
| <b>COURSE 1</b> | Thence North 24°39'59" East, continuing along the easterly line of said JPE I LLC & LTO of Ohio LLC, 63.88 feet |
| <b>COURSE 2</b> | Thence South 64°33'21" East, 11.26 feet;  |
| <b>COURSE 3</b> | Thence South 24°39'59" West, 30.73 feet;  |

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

- COURSE 4** Thence South 07°41'28" West, 134.21 feet to the northerly line of said deed parcel 1 of land conveyed to Avon 83 LLC;
- COURSE 5** Thence North 70°16'01" West, along the northerly line of said deed parcel 1 of land conveyed to Avon 83 LLC, 20.45 feet;
- COURSE 6** Thence North 07°41'28" East, 101.55 feet to the **Principal Place of Beginning** and containing 0.0660 acres of land (2,877 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 04-00-015-103-091.

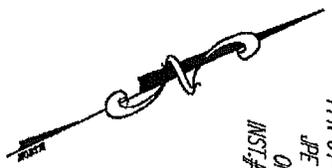
*Michael P. Spellacy*

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\14-Legal - Waterline Easement Number 2 PPN 04-00-015-103-091.doc



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

PPN 04-00-015-103-082  
HANN LAKE SIDE  
VENTURES II, LLC  
INST. # 2009-0308041

PPN 04-00-015-103-086  
AVON 83, LLC  
INST. # 2010-0358452  
DEED PARCEL 6

PPN 04-09-015-103-085  
THIRD FEDERAL SAVINGS AND  
LOAN ASSOCIATION OF CLEVELAND  
INST. # 2010-0327530

PPN 04-00-015-103-095  
P&M AVON LLC  
INST. # 2011-0370029

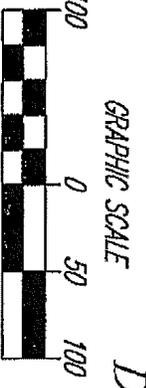
PPN 04-00-015-103-091  
AVON 83, LLC  
INST. # 2010-0358452  
DEED PARCEL 3

PPN 04-00-015-103-094  
AVON 83, LLC  
INST. # 2010-0358452  
DEED PARCEL 2

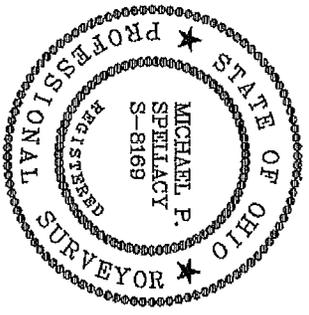
PPN 04-00-015-103-096  
AVON 83, LLC  
INST. # 2010-0358452  
DEED PARCEL 5

LINE	LENGTH	BEARING
L44	37.06	N86°57'07"W
L45	134.40	N86°57'07"W
L46	186.19	N70°16'01"W
L47	46.24	S83°18'32"E
L48	53.67	S70°03'47"E
L49	87.93	S87°07'30"E
L50	97.99	N24°23'33"E
L51	63.88	N24°39'39"E
L52	11.26	S64°33'21"E
L53	30.73	S25°26'39"W
L54	134.21	S07°41'28"W
L55	20.45	N70°16'01"W
L56	101.55	N07°41'28"E

CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C19	25.34	87.00	12.76	25.25	S78°36'34"E	16°41'16"
C20	83.23	360.00	41.80	83.04	N76°41'09"W	137°4'45"
C21	71.47	240.00	36.00	71.21	S78°35'38"E	170°3'43"



GRAPHIC SCALE  
Detroit Road (Width Varies)



*Michael P. Spelacy*

12/11/2012

SKETCH TO ACCOMPANY  
LEGAL DESCRIPTION



P&A ENGINEERING &  
SURVEYING, INC.  
3450 COLLINGS ROAD - SUITE D  
MILWAUKEE HILLS, OHIO 44024  
(440) 944-4433 (440) 944-5722 (fax)  
www.pandae.com

PREPARED FOR:  
The Orlean Company

CONTRACT No.  
11059  
SHEET 01  
1 1