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Kind: EASEMENT/RIGHT OF WAY
Recorded: 06/31/2018 at 01:51:18 PM

Fee Amt: \$172.00 Page 1 of 20
Lorain County, Ohio
Judith M Nedwick County Recorder

File **2013-0463630**

**EASEMENT AGREEMENT FOR THE INSTALLATION
AND MAINTENANCE OF SANITARY SEWER**

①

THIS EASEMENT AGREEMENT is entered into as of this 15th day of May, 2013 by and between **F & M AVON LLC**, an Ohio limited liability company, whose mailing address is 2256 North St James Parkway, Cleveland Heights, OH 44106 ("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 a sanitary sewer together with all appurtenances thereto, as determined by Grantee, its successors and assigns, through, in, and under, Grantor's land after the installation thereof, and the dedication thereof to Grantee (the "Sanitary Sewers"); and

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

GUARDIAN TITLE

NOW THEREFORE, BE IT AGREED: ORDER NO. ACCOM-1111

That the Grantor does hereby grant, bargain, convey and release to the Grantee, its successors and assigns, a non-exclusive, permanent easement upon and across a portion of that 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 Sanitary Sewer (the "Easement").

Said rights and easement conveyed herein shall be exercised exclusively by the Grantee for the maintenance and repair of the Sanitary Sewer and shall include the right to install, construct, maintain, operate, tap into, repair, replace and/or remove a sanitary sewer 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; provided, however, that the Sanitary Sewer and all appurtenances thereto shall be below grade. The rights to said Grantee herein shall be exercised in common with Grantee and all tenants, occupants and other parties permitted to use Grantor's Property; it being agreed that Grantee reserves unto themselves the right to install, maintain, repair, operate, replace and/or relocate any utility lines at any time in the future on the Grantor's Property, including within the Easement Area. Grantee's rights and easements hereunder shall include the right 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 Sanitary Sewers. Notwithstanding the

1

Orlean/Access Utility Easements/
Marketplace Easement-Sanitary Sewer
F.M. Avon 022413

This easement has been examined and the Grantor has complied with Section 3.19.202 of the Revised Code.
FEE \$ 0 5/31/13
EXEMPT \$ Mem
J. Craig Snodgrass, CPA, CGFM, County Auditor

foregoing, Grantee hereby acknowledges that the location of driveways, monument signs, curbs, sidewalks, drainage structures, lawns, trees, seeded or sodded areas, shown on the approved site plan for Grantor's Property, a copy of which is attached hereto as Exhibit "B", or otherwise existing as of the date hereof (and reasonable replacements thereof), shall not be deemed to materially interfere with the maintenance or repair of the Sanitary Sewer. In the event Grantee shall damage or disrupt any of these items, the land or other improvements on the Grantor's Property, Grantee shall promptly repair such damage or disruption and restore these items, the land and other improvements to substantially their condition immediately preceding such damage or disruption with the exception of any trees, which trees shall be repaired, replaced or restored, as applicable, by the "Owners of the Shopping Center Property" (as defined in that certain Declaration of Easements and Restrictions recorded in Lorain County, Ohio records as Instrument 2001-0370028 (the "Declaration")). The foregoing obligation of the Owners of the Shopping Center Property shall run with the land, which is described on Exhibit C attached hereto. No buildings or other permanent structures (provided that parking lots, driveways, sidewalks, curbs, shrubs, lawns, seeded or sodded areas and/or the tree and monument sign existing as of the date hereof (and reasonable replacements thereof) shall be deemed not to be permanent structures) shall be placed or erected by Grantor over any Sanitary Sewer installed in the Easement Area without Grantee's consent, which consent shall not be unreasonably withheld, conditioned or delayed. This easement shall be permanent.

In connection with the exercise of the rights granted Grantee herein, Grantee shall not unreasonably interfere with the use or occupancy of Grantor's Property by Grantor or any tenants or occupants thereof. Grantee shall give Grantor written notice at least thirty (30) days prior to the commencement of any work in the Easement Area, except in the event of an emergency. Grantee shall indemnify and hold Grantor harmless from all claims, suits, obligations, liabilities and expenses (including reasonable attorney's fees and costs) that Grantor may incur as a result of Grantee's exercise of the easement rights granted herein. Grantor hereby reserves unto itself the right to use the Easement Area for all purposes not materially inconsistent with the easement rights granted herein.

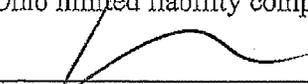
This document may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one document. Signature pages of any counterpart may be appended to any other counterpart and shall constitute an original document.

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.

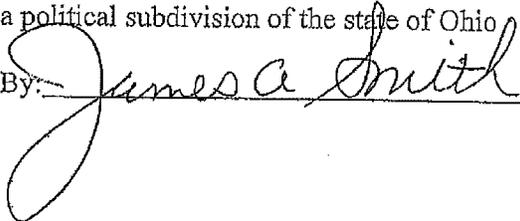
GRANTOR:

P & MAVON LLC
an Ohio limited liability company

By: 
Michael Mitchell, Authorized Member

GRANTEE:

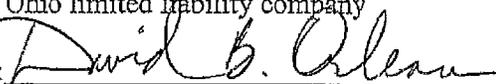
CITY OF AVON
a political subdivision of the state of Ohio

By: 

"OWNER OF THE SHOPPING CENTER PROPERTY"

The undersigned represents and warrants to Grantor and Grantee, and their successors and assigns, that (i) it is the current "Owner of the Shopping Center Property" (as defined in the Declaration), and (ii) it hereby agrees to be bound by, and burden the Shopping Center Property, with the obligations of the "Owner of the Shopping Center Property" set forth in this Easement Agreement.

AVON 83 LLC,
An Ohio limited liability company

By: 
David Orlean, Managing Member

STATE OF OHIO)
)
) SS:
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State appeared Michael Mitchell, as an Authorized Member of P & M Avon LLC 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 31st day of MAY, 2013.



MARK B. RADEFELD,
Attorney
Notary Public, State of Ohio
My Commission Has No
Expiration Date
Section 147.03 R.C.

Mark B. Radefeld
Notary Public

STATE OF OHIO)
)
) SS:
COUNTY OF Lorain)

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 15th day of May, 2013.

John A. Gasior
Notary Public
JOHN A. GASIOR, Attorney
Notary Public, State of Ohio
My Commission has no expiration date.
Sec. 147.03 R.C.

STATE OF OHIO)
)
) SS:
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State appeared David Orlean, as the Managing Member of AVON 83 LLC 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 22nd day of May, 2013.

Sara A. Keith
Notary Public

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

Exhibit A
Legal Description of Grantor's Property

EXHIBIT "A"

Situated in the City of Avon, County of Lorain and State of Ohio. Being known as part of Avon Township Section No. 15 and being part of land conveyed to Village at Creekside, LLC as recorded in Lorain County Recorder's Instrument No. 20080276951 and being more definitely described as follows:

Beginning at a mag-nail found at the intersection of the centerline of Detroit Road, 66 feet wide and the centerline of Middletown, 100 feet wide as shown by the plat of Avon Commons Subdivision as recorded in Volume 64, Pages 32-34 of Lorain County Plat Records;

Thence North 64 deg. 59' 57" West in the centerline of Detroit Road, a distance of 248.37 feet to the Southwesterly corner of land conveyed to Edward J. Westgate, Sr., Trustee as recorded in Lorain County Recorder's Instrument No. 20080262049;

Thence North 03 deg. 02' 55" East in Westgate's Westerly line, a distance of 53.91 feet to an iron pin found; said point is the principal place of beginning;

Thence North 64 deg. 59' 57" West in the Northerly sideline of Detroit Road and in a line parallel with the 50.00 feet distant Northerly by rectangular measurement from the centerline of Detroit Road, a distance of 150.31 feet to an iron pin found;

Thence North 03 deg. 02' 55" East, a distance of 175.98 feet to an iron pin set;

Thence South 86 deg. 57' 05" East, a distance of 139.42 feet to an iron pin set in the Westerly line of land conveyed to Edward J. Westgate, Sr., Trustee, recorded as aforesaid;

Thence South 03 deg. 02' 55" West in Westgate's Westerly line, a distance of 232.17 feet to the principal place of beginning;

Enclosing a parcel containing 0.6531 acre of land but subject to all legal highways; as surveyed by KS Associates, Inc. Engineers and Surveyors in June of 2009 by David L. Elwell, P.S., Registered Surveyor No. 6333.

The bearing system is referenced to the centerline of Middletown as South 02 deg. 01' 29" West;

Iron Pins set are 5/8" rebar, 30" long capped "KS Assocs. Inc. Property Marker".

Exhibit A-1
Legal Description of Easement Area



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

**JANUARY 21, 2013
LEGAL DESCRIPTION
OF A SANITARY SEWER 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 sanitary sewer easement over part of land conveyed to P&M Avon, LLC by instrument number 2011-0370029 of Lorain County Official Records (PPN 04-00-015-103-095);

Beginning in the northerly sideline of Detroit Road (width varies) at the at the southeasterly 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);

- COURSE 1** Thence North 03°02'55" East, along the easterly line of said deed parcel 1 of land conveyed to Avon 83, LLC, 175.98 feet to the southerly line of a combined parcel of land consisting of all of deed parcels 2, 3, and 5 of land conveyed to Avon 83, LLC by instrument number 2010-0358452 of Lorain County Official Records (PPN 04-00-015-103-090, 04-00-015-103-091 and 04-00-015-103-096), combined with all land conveyed to Avon 84, LLC by instrument number 2012-0400989 of Lorain County Official Records (PPN 04-00-025-203-050);
- COURSE 2** Thence South 86°57'07" East, along the southerly line of said combined parcel, 25.00 feet;
- COURSE 3** Thence South 03°02'55" West, 156.74 feet;

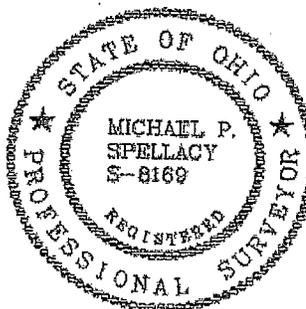
JANUARY 21, 2013
LEGAL DESCRIPTION
OF A SANITARY SEWER EASEMENT
IN THE CITY OF AVON
PAGE 2

- COURSE 4 Thence South 60°53'58" East, 48.59 feet;
- COURSE 5 Thence South 29°06'02" West, 10.74 feet;
- COURSE 6 Thence South 05°30'05" East, 15.09 feet to the northerly sideline of said Detroit Road;
- COURSE 7 Thence North 64°59'57" West, along the northerly sideline of said Detroit Road, 71.36 feet to the Place of **B**eginning and containing 0.1296 acres of land (5,646 square feet) as calculated and described in January, 2013 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 sanitary sewer easement over part of PPN 04-00-015-103-095.

Michael P. Spellacy

01/21/2013

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 - Consolidated parcel\Legal - Sanitary Sewer Easement PPN 04-00-015-103-095.doc

Combined Parcels
 04-00-015-103-050
 04-00-015-103-090
 04-00-015-103-091
 04-00-015-103-096

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

N86°57'07"W
 PPN 04-00-015-103-095
 P&M AVON LLC.
 INST.# 2011-0370029

Sanitary Sewer Easement Over
 PPN 04-00-015-103-095
 5,646 sq.ft.
 0.1296 acres

LINE TABLE		
LINE	LENGTH	BEARING
L2	10.74	S29°06'02"W
L3	15.09	S05°30'05"E

PPN 04-00-015-103-085
 THIRD FEDERAL SAVINGS AND
 LOAN ASSOCIATION OF CLEVELAND
 INST.# 2010-0327530

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

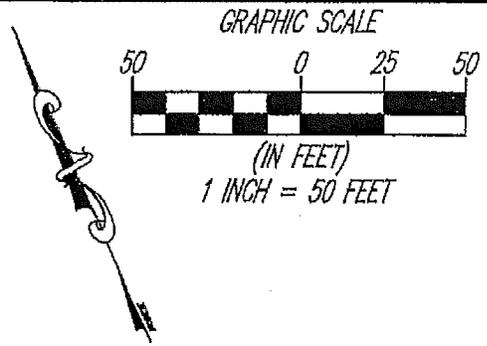
25.00'
 N03°02'53"E 175.98'

S03°02'55"W 156.74'

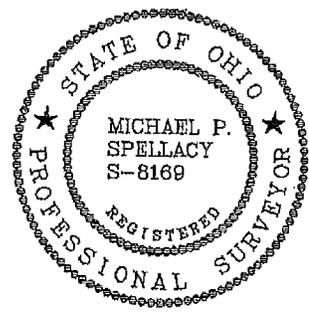
S60°53'58"E
 48.59'

POB 71.36' N64°59'57"W

Detroit Road (Width Varies)



Michael P. Spellacy
 01/21/2013



SKETCH TO ACCOMPANY
 LEGAL DESCRIPTION

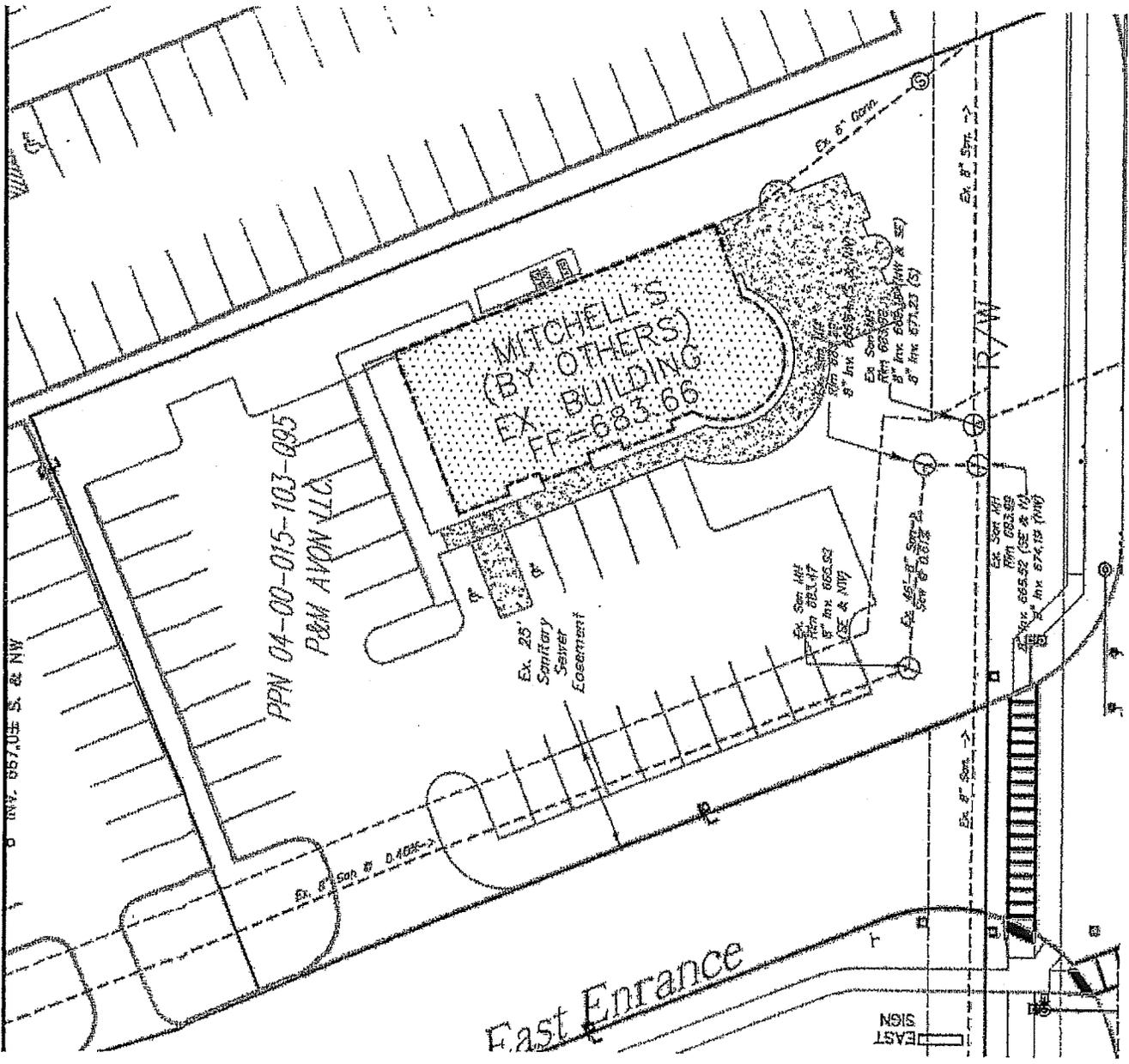


POLARIS ENGINEERING &
 SURVEYING, INC.
 34800 CHARLON ROAD - SUITE D
 WILLOUGHBY HILLS, OHIO 44094
 (440) 944-4433 (440) 944-3722 (Fax)
 www.polaris-es.com

PREPARED FOR:
 The Orlean Company

CONTRACT No.	11059
SHEET OF	1 1

Exhibit B
Site Plan



0 INV. 657.0E S. & NW

PPN 04-00-015-103-095
P&M AVON LLC

East Entrance

EAST
SIGN

MITCHELL'S
(BY OTHERS)
EX BUILDING
FF-683.66

Ex. 25'
Sanitary
Sewer
Easement

Ex. 5' Conn.

Ex. 5' Sewer

Ex. 5' Sewer @ 0.40% >

Exhibit C
Legal Description of Shopping Center Property

Legal description of the land: Parcel One
04-00-015-103-089

Situated in the City of Avon, County of Lorain and State of Ohio, being known as part of Avon Township Section No. 15 and being more definitely described as follows:

Beginning at a mag-nail found at the intersection of the centerline of Detroit Road, 66 feet wide and the centerline of Middleton, 100 feet wide as shown by the plat of Avon Commons Subdivision as recorded in Volume 64, Pages 32 - 34 of Lorain County Plat Records;

Thence North $64^{\circ} 59' 57''$ West in the centerline of Detroit Road, a distance of 248.37 feet to the southwesterly corner of land conveyed to Edward J. Westgate Sr., Trustee as recorded in Lorain County Recorder's Instrument No. 20080262049;

Thence North $03^{\circ} 02' 55''$ East in Westgate's westerly line, a distance of 53.91 feet to an iron pin set;

Thence North $64^{\circ} 59' 57''$ West in a line parallel with and 50.00 feet distant by rectangular measurement from the centerline of Detroit Road, a distance of 150.31 feet to an iron pin set; said point is the principal place of beginning;

Thence continuing North $64^{\circ} 59' 57''$ West in a line parallel with and 50 feet distant by rectangular measurement from the centerline of Detroit Road, a distance of 46.35 feet to an iron pin set;

Thence northerly in the arc of a curve which deflects to the left, a distance of 24.01 feet to an iron pin set at the point of tangency of said curve; said curve has a radius of 40.00 feet, a central angle of $34^{\circ} 23' 17''$ and a chord of 23.65 feet which bears North $20^{\circ} 14' 34''$ East;

Thence North $03^{\circ} 02' 55''$ East, a distance of 158.55 feet to a point of curvature;

Thence in the arc of a curve which deflects to the right, a distance of 10.72 feet to an iron pin set at the point of tangency of said curve; said curve has a radius of 118.00 feet, a central angle of $05^{\circ} 12' 26''$ and a

chord of 10.72 feet which bears North 05° 39' 08" East;

Thence North 08° 15' 21" East, a distance of 14.78 feet to an iron pin set at a point of curvature;

Thence in the arc of a curve which deflects to the left, a distance of 33.23 feet to an iron pin set at the point of tangency of said curve; said curve has a radius of 20.00 feet, a central angle of 95° 12' 28" and a chord of 29.54 feet which bears North 39° 20' 53" West;

Thence North 86° 57' 07" West, a distance of 111.35 feet to an iron pin set at a point of curvature;

Thence in the arc of a curve which deflects to the right, a distance of 32.69 feet to an iron pin set at the point of tangency of said curve; said curve has a radius of 113.00 feet, a central angle of 16° 34' 22" and a chord of 32.57 feet which bears North 78° 39' 56" West;

Thence North 70° 10' 12" West, a distance of 53.00 feet to an iron pin set;

Thence North 70° 16' 01" West, a distance of 148.49 feet to an iron pin set at a point of curvature;

Thence in the arc of a curve which deflects to the left, a distance of 41.00 feet to an iron pin set at a point of reverse curve; said curve has a radius of 25.14 feet, a central angle of 93° 27' 49" and a chord of 36.61 feet which bears South 62° 38' 44" West;

Thence in the arc of a curve which deflects to the right, a distance of 50.70 feet to an iron pin set at the point of tangency of said curve; said curve has a radius of 315.00 feet, a central angle of 09° 13' 18" and a chord of 50.64 feet which bears South 20° 23' 24" West;

Thence South 25° 00' 03" West, a distance of 60.48 feet to an iron pin;

Thence North 64° 59' 57" West, in a line parallel with and 50 feet by rectangular measurement from the centerline of Detroit Road, a distance of 30.00 feet to an iron pin set;

Thence North 25° 00' 03" East, a distance of 60.48 feet to an iron pin set at a point of curvature;

Thence in the arc of a curve which deflects to the left a distance of 85.28 feet to an iron pin set; said curve has a radius of 285.00 feet, a central angle of 17° 08' 43" and a chord of 84.97 feet which bears North 16° 25' 41" East;

Thence North 64° 59' 57" West, a distance of 49.58 feet to an iron pin set;

Thence North 24° 07' 41" East, a distance of 13.00 feet to an iron pin set;

Thence South 64° 59' 57" East, a distance of 13.91 feet to an iron pin set at a point of curvature;

Thence in the arc of a curve which deflects to the left, a distance of 8.00 feet to an iron pin set at the point of tangency of said curve; said curve has a radius of 87.00 feet, a central angle of 05° 16' 04" and a chord of 8.00 feet which bears South 67° 37' 59" East;

Thence South 70° 16' 01" East, a distance of 288.38 feet to an iron pin set at a point of curvature;

Thence in the arc of a curve which deflects to the left, a distance of 25.33 feet to an iron pin set at the point of tangency of said curve; said curve has a radius of 87.00 feet, a central angle of 16° 41' 06" and a chord

of 25.25 feet which bears South 78° 36' 34" East;

Thence South 86° 57' 07" East, a distance of 171.46 feet to an iron pin set;

Thence South 08° 15' 21" West, a distance of 66.08 feet to an iron pin set at a point of curvature;

Thence in the arc of a curve which deflects to the left, a distance of 7.45 feet to an iron pin set at the point of tangency of said curve; said curve has a radius of 82.00 feet, a central angle of 05° 12' 26" and a chord of 7.45 feet which bears South 05° 39' 08" West;

Thence South 03° 02' 55" West, a distance of 198.47 feet to the principal place of beginning, be the same more or less, but subject to all legal highways.

Parcel Two

04-00-015-103-090

Situated in the City of Avon, County of Lorain and State of Ohio, Being known as part of Avon Township Section No. 15 and part of land conveyed to Village at Creekside LLC as recorded in Lorain County Recorder's Instrument No. 20080276952 and being more definitely described as follows:

Beginning at a mag-nail found at the intersection of the centerline of Detroit Road, 66 feet wide and the centerline of Middleton, 100 feet wide as shown by the plat of Avon Commons Subdivision as recorded in Volume 64, Pages 32-34 of Lorain County Plat Records;

Thence North 64° 59' 57" West in the centerline of Detroit Road, a distance of 248.37 feet to the southwesterly corner of land conveyed to Edward J. Westgate, Sr., Trustee as recorded in Lorain County Recorder's Instrument No. 20080262049;

Thence North 03° 02' 55" East in Westgate's westerly line, a distance of 355.82 feet to an iron pin; said point is the principal place of beginning;

Thence North 86° 57' 07" West, a distance of 117.19 feet to an iron pin set at a point of curvature;

Thence in the arc of a curve which deflects to the left, a distance of 29.60 feet to an iron pin; said curve has a radius of 20.00 feet, a central angle of 84° 47' 32" and a chord of 26.97 feet which bears South 50° 39' 07" West;

Thence North 08° 15' 21" East, a distance of 44.37 feet to an iron pin;

Thence North 03° 13' 21" West, a distance of 20.12 feet to an iron pin set;

Thence North 01° 40' 00" East, a distance of 64.62 feet to an iron pin set;

Thence North 04° 45' 30" East, a distance of 63.31 feet to an iron pin set;

Thence North 19° 43' 59" East, a distance of 31.96 feet to an iron pin set;

Thence South 86° 57' 07" East, a distance of 33.05 feet to an iron pin set;

Thence North 02° 01' 11" East, a distance of 11.64 feet to an iron pin found set in a southwesterly corner of land conveyed to Edward J. Westgate, Sr., Trustee, as recorded in Lorain County Recorder's Instrument

No. 20080262049;

Thence South $87^{\circ} 55' 26''$ East in Westgate's southerly line, a distance of 92.95 feet to a $5/8''$ iron pin found set at an angle point therein;

Thence South $03^{\circ} 02' 55''$ West in Westgate's westerly line, a distance of 217.71 feet to an iron pin set and the principal place of beginning, be the same more or less, but subject to all legal highways.

Parcel Three
04-00-015-103-091

Situated in the City of Avon, County of Lorain and State of Ohio, Being known as part of Avon Township Section No. 15 and part of land conveyed to Village at Creekside LLC as recorded in Lorain County Recorder's Instrument No. 20080276952 and being more definitely described as follows:

Beginning at a mag-nail found at the intersection of the centerline of Detroit Road, 66 feet wide and the centerline of Middleton, 100 feet wide as shown by the plat of Avon Commons Subdivision as recorded in Volume 64, Pages 32-34 of Lorain County Plat Records;

Thence North $64^{\circ} 59' 57''$ West in the centerline of Detroit Road, a distance of 248.37 feet to the southwesterly corner of land conveyed to Edward J. Westgate, Sr., Trustee as recorded in Lorain County Recorder's Instrument No. 20080262049;

Thence North $03^{\circ} 02' 55''$ East in Westgate's westerly line, a distance of 355.82 feet to an iron pin;

Thence North $86^{\circ} 57' 07''$ West, a distance of 117.19 feet to an iron pin set at a point of curvature;

Thence in the arc of a curve which deflects to the left, a distance of 29.60 feet to an iron pin; said curve has a radius of 20.00 feet, a central angle of $84^{\circ} 47' 32''$ and a chord of 26.97 feet which bears South $50^{\circ} 39' 07''$ West;

Thence North $08^{\circ} 15' 21''$ East, a distance of 44.37 feet to an iron pin set; said point is the principal place of beginning;

Thence North $86^{\circ} 57' 07''$ West, a distance of 171.46 feet to an iron pin set at a point of curvature;

Thence in the arc of a curve which deflects to the right, a distance of 25.33 feet to an iron pin at the point of tangency of said curve; said curve has a radius of 87.00 feet, a central angle of $16^{\circ} 41' 06''$ and a chord of 25.25 feet which bears North $78^{\circ} 36' 34''$ West;

Thence North $70^{\circ} 16' 01''$ West, a distance of 288.38 feet to an iron pin at a point of curvature;

Thence in the arc of a curve which deflects to the right, a distance of 8.00 feet to an iron pin at the point of tangency of said curve; said curve has a radius of 87.00 feet, a central angle of $05^{\circ} 16' 04''$ and a chord of 8.00 feet which bears North $67^{\circ} 37' 59''$ West;

Thence North $64^{\circ} 59' 57''$ West, a distance of 13.91 feet to an iron pin;

Thence North $24^{\circ} 07' 41''$ East, a distance of 49.84 feet to an iron pin;

Thence North $24^{\circ} 39' 59''$ East, a distance of 258.15 feet to a $3/4''$ iron pin found at an angle point in the

southerly line of land conveyed to Smith Associates as recorded in Lorain County Recorder's Instrument No. 19990650285;

Thence North $01^{\circ} 41' 18''$ East in Smith Associates easterly line, a distance of 47.51 feet to a 5/8" iron pin found in the southwesterly corner of Sublot No. 7 in Avon Commons Resubdivision as recorded in Volume 71, Page 49 of Lorain County Records;

Thence South $88^{\circ} 02' 11''$ East in the southerly line of Sublot No. 7, a distance of 181.79 feet to a 5/8" iron pin found at an angle point therein;

Thence South $87^{\circ} 56' 37''$ East in the southerly line of Sublot No. 7, a distance of 235.24 feet to a 5/8" iron pin found in the northwesterly corner of land conveyed to Edward J. Westgate, Sr., Trustee recorded as aforesaid;

Thence South $02^{\circ} 01' 11''$ West in Westgate's westerly line, a distance of 245.71 feet to a 5/8" iron pin found at an angle point therein;

Thence South $02^{\circ} 01' 11''$ West, a distance of 11.64 feet to an iron pin set;

Thence North $86^{\circ} 57' 07''$ West, a distance of 33.05 feet to an iron pin set;

Thence South $19^{\circ} 43' 59''$ West, a distance of 31.96 feet to an iron pin set;

Thence South $04^{\circ} 45' 30''$ West, a distance of 63.31 feet to an iron pin set;

Thence South $01^{\circ} 40' 00''$ West, a distance of 64.62 feet to an iron pin set;

Thence South $03^{\circ} 13' 21''$ East, a distance of 20.12 feet to an iron pin and the principal place of beginning, be the same more or less, but subject to all legal highways.

[CONTINUED ON FOLLOWING PAGE.]

Parcel Five

04-00-015-103-096

Situated in the City of Avon, County of Lorain and State of Ohio, Being known as part of Avon Township Section No. 15 and part of land conveyed to Village at Creekside LLC as recorded in Lorain County Recorder's Instrument No. 20080276951 and being more definitely described as follows:

Beginning at a mag-nail found at the intersection of the centerline of Detroit Road, 66 feet wide and the centerline of Middleton, 100 feet wide as shown by the plat of Avon Commons Subdivision as recorded in Volume 64, Pages 32-34 of Lorain County Plat Records;

Thence North $64^{\circ} 59' 57''$ West in the centerline of Detroit Road, a distance of 248.37 feet to the southwesterly corner of land conveyed to Edward J. Westgate, Sr., Trustee as recorded in Lorain County Recorder's Instrument No. 20080262049;

Thence North $03^{\circ} 02' 55''$ East in Westgate's westerly line and passing through an iron pin found 53.91 feet northerly, a distance of 286.08 feet to an iron pin set; said point is the principal place of beginning;

Thence North $86^{\circ} 57' 05''$ West, a distance of 139.42 feet to an iron pin set;

Thence North $03^{\circ} 02' 55''$ East, a distance of 22.49 feet to an iron pin found at a point of curvature;

Thence in the arc of a curve, which deflects to the right; a distance of 7.45 feet to an iron pin found; said curve has a radius of 82.00 feet, a central angle of $05^{\circ} 12' 26''$ and a chord of 7.45 feet which bears North $05^{\circ} 39' 08''$ East;

Thence North $08^{\circ} 15' 21''$ East, a distance of 21.71 feet to an iron pin found at a point of curvature;

Thence in the arc of a curve which deflects to the right, a distance of 29.60 feet to an iron pin found at the point of tangency of said curve; said curve has a radius of 20.00 feet, a central angle of $84^{\circ} 47' 32''$ and a chord of 26.97 feet which bears North $50^{\circ} 39' 07''$ East;

Thence South $86^{\circ} 57' 07''$ East, a distance of 117.19 feet to an iron pin found in the westerly line of land conveyed to Edward J. Westgate Sr., Trustee, recorded as aforesaid;

Thence South $03^{\circ} 02' 55''$ West in Westgate's westerly line, a distance of 69.74 feet to the principal place of beginning, be the same more or less, but subject to all legal highways.

Parcel Six

04-00-015-103-086

Situated in the City of Avon, County of Lorain and State of Ohio, Being known as part of Avon Township Section No. 15 and being more definitely described as follows:

Beginning at a mag-nail found at the intersection of the centerline of Detroit Road, 66 feet wide and the centerline of Middleton, 100 feet wide as shown by the plat of Avon Commons Subdivision as recorded in Volume 64, Pages 32-34 of Lorain County Plat Records;

Thence North $64^{\circ} 59' 57''$ West in the centerline of Detroit Road, a distance of 248.37 feet to the southwesterly corner of land conveyed to Edward J. Westgate, Sr., Trustee as recorded in Lorain County Recorder's Instrument No. 20080262049;

Thence North $03^{\circ} 02' 55''$ East in Westgate's westerly line, a distance of 53.91 feet to an iron pin set;

Thence North $64^{\circ} 59' 57''$ West in a line parallel with and 50.00 feet distant by rectangular measurement from the centerline of Detroit Road, a distance of 480.05 feet to an iron pin set; said point is the principal place of beginning;

Thence continuing North $64^{\circ} 59' 57''$ West, a distance of 166.15 feet to an iron pin set;

Thence North $25^{\circ} 00' 03''$ East, a distance of 60.48 feet to an iron pin set at a point of curvature;

Thence in the arc of a curve which deflects to the left, a distance of 50.70 feet to an iron pin set at a point of reverse curve; said curve has a radius of 315.00 feet, a central angle of $09^{\circ} 13' 18''$ and a chord of 50.64 feet which bears North $20^{\circ} 23' 24''$ East;

Thence in the arc of a curve which deflects to the right, a distance of 41.00 feet to an iron pin set at the point of tangency of said curve; said curve has a radius of 25.14 feet, a central angle of $93^{\circ} 27' 49''$ and a chord of 36.61 feet which bears North $62^{\circ} 38' 44''$ East;

Thence South $70^{\circ} 16' 01''$ East, a distance of 148.49 feet to an iron pin set;

Thence South $25^{\circ} 00' 03''$ West, a distance of 153.58 feet to the principal place of beginning, be the same more or less, but subject to all legal highways.