

**AN ORDINANCE**

**AUTHORIZING THE MAYOR TO ENTER INTO AN EASEMENT AGREEMENT WITH BRIAN AND JOAN HERTZ, BOARDWALK ENTERPRISES, LTD., RTB INDUSTRIAL LTD., RTB HEMLOCK LTD., AND VENTURE POINT LLC, AND DECLARING AN EMERGENCY.**

WHEREAS, Brian and Joan Hertz, Boardwalk Enterprises, Ltd., RTB Industrial Ltd., RTB Hemlock Ltd., Venture Point LLC, ("parties") own certain real property that receives water service from the Village of Chagrin Falls via a shared water line; and

WHEREAS, a quarterly water bill is issued for the total usage of water by all parties; and

WHEREAS, the parties desire to receive individual water bills and have agreed to execute and record an agreement requiring each of the parties to have an outside water meter reader and an outside main water shut-off valve installed at their respective residences; and

WHEREAS, such agreement requires the parties to grant an easement to the Village permitting access to read the individual meters, to shut off water, and perform such other actions as the Village deems necessary to provide water service to the parties; and

WHEREAS, the parties have executed an easement agreement granting the Village such access; and

WHEREAS, this Council desires to authorize the Mayor to accept the easements.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF CHAGRIN FALLS, CUYAHOGA COUNTY, STATE OF OHIO:**

SECTION 1. That the Mayor be and is hereby authorized to accept the easements authorized by the Easement Agreement of Brian and Joan Hertz, Boardwalk Enterprises, Ltd., RTB Industrial Ltd., RTB Hemlock Ltd., Venture Point LLC. A copy of the Easement Agreement is appended hereto and incorporated herein by reference, provided that such agreement shall be amended as determined necessary by the Director of Law to protect the interests of the Village of Chagrin Falls. The Mayor may execute such further documentation and perform such additional actions as may be necessary to carry out the purpose of the Easement Agreement.

SECTION 2. That actions of this Council concerning and relating to the passage of this legislation were adopted in lawful meetings of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in compliance with all legal requirements, including Chapter 114 of the Codified Ordinances of the Village of Chagrin Falls.

SECTION 3. That in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls, public notice of this Ordinance shall be given by posting a copy thereof for not less than fifteen (15) days in the Village Hall.

SECTION 4. That this Ordinance is declared to be an emergency measure necessary for the

ORDINANCE NO.: 2013 - 01  
INTRODUCED BY: MRS. EVANS

Instrument 201300857557 OR Book Page 1947 2133


immediate preservation of the public peace, property, health and safety of this Village and for the further reason that this Ordinance must be immediately effective so that the Village may provide for the immediate execution of the Easement Agreement and thereby grant the Village access, in the event of an emergency or other unforeseen circumstances, to the water lines servicing the properties owned by the parties that are subject to the Easement Agreement; wherefore, provided it receives the requisite number of affirmative votes of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council and approval by the Mayor; otherwise, it shall take effect and be in force after the earliest period allowed by law.

PASSED: January 14, 2013


  
\_\_\_\_\_  
Council President

Submitted to the Mayor for  
his approval on this  
15 day of January, 2013

Approved by the Mayor  
January 15, 2013

  
\_\_\_\_\_  
Mayor

I hereby certify that Ordinance No. 2013- 01 was duly enacted on the 14 day of January, 2013, by the Council of the Village of Chagrin Falls and posted in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls.

  
\_\_\_\_\_  
Clerk of Council

**EASEMENT TO VILLAGE OF CHAGRIN FALLS, OHIO  
REGARDING WATER LINES**

This Easement Regarding Water Lines (the "Easement Agreement"), is made and entered into at Chagrin Falls, Ohio, as of this 15 day of JANUARY, 2013, by and among the Village of Chagrin Falls, a political subdivision of the State of Ohio ("Grantee" or "Village"), and the following (the "Grantors"):

- a. BRIAN M. HEARTZ and JOAN M. HEARTZ having an address at 129 South Main Street, Chagrin Falls, Ohio 44022 ("Hertz") ;
- b. BOARDWALK ENTERPRISES, LTD., an Ohio limited liability company, having an address at 8401 Chagrin Road, Chagrin Falls, Ohio 44023, ("Boardwalk");
- c. 7207 CHAGRIN INDUSTRIAL LLC, an Ohio limited liability company, having an address at 7207 Chagrin Road, Suite 1, Chagrin Falls, Ohio 44023 ("Industrial");
- d. 7209 CHAGRIN HEMLOCK LLC, an Ohio limited liability company, having an address at 7207 Chagrin Road, Suite 1, Chagrin Falls, Ohio 44023 ("Hemlock"); and
- e. VENTURE POINT LLC, an Ohio limited liability company, having an address at 7181 Chagrin Road, Chagrin Falls, Ohio 44023 ("Venture").

## RECITALS

1. Hertz is the owner of premises commonly known as 7205 Chagrin Road, Bainbridge Township, Geauga County, Ohio bearing Auditor's Permanent Parcel No. 02-419573, which premises is more particularly described in Exhibit A attached hereto and made a part hereof (the "Hertz Parcel").

2. Boardwalk is the owner of premises commonly known as 7227 Chagrin Road, Bainbridge Township, Geauga County, Ohio bearing Auditor's Permanent Parcel No. 02-343300, which premises is more particularly described in Exhibit B attached hereto and made a part hereof (the "Boardwalk Parcel").

3. Industrial is the owner of premises commonly known as 7207 Chagrin Road, Bainbridge Township, Geauga County, Ohio bearing Auditor's Permanent Parcel No. 02-419836, which premises is more particularly described in Exhibit C attached hereto and made a part hereof (the "Industrial Parcel").

4. Hemlock is the owner of premises commonly known as 7209 Chagrin Road, Bainbridge Township, Geauga County, Ohio bearing Auditor's Permanent Parcel No. 02-376800, which premises is more particularly described in Exhibit D attached hereto and made a part hereof (the "Hemlock Parcel").

5. Venture is the owner of premises commonly known as 7181 Chagrin Road, Bainbridge Township, Geauga County, Ohio bearing Auditor's Permanent Parcel No. 02-243500, which premises is more particularly described in Exhibit E attached hereto and made a part hereof (the "Venture Parcel").

6. The Hertz Parcel, the Boardwalk Parcel, the Industrial Parcel, the Hemlock Parcel and the Venture Parcel are hereinafter collectively called the "Chagrin Road Parcels."

7. The Chagrin Road Parcels share an existing common waterline which benefits all of the Chagrin Road Parcels. The waterline begins in a vault on the Venture Parcel, continues East (i.e. North of the Industrial Parcel) to the Hemlock Parcel and then Northeast to the Hertz Parcel and the Boardwalk Parcel.

8. Grantors and Grantee desire to memorialize certain rights and obligations among themselves relating to the common waterline.

## AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, Grantors and Grantee do hereby agree that the foregoing Recitals are true and correct and do further hereby agree as follows:

1. Grant of Easement. Grantors hereby grant to Grantee, its employees, agents, contractors, designees, successors and assigns forever, a perpetual easement for delivery of water, water line maintenance, inspection, and repair and other related purposes, including reading of the water mains and accessing the main shut-off valves, in, through, over, under and upon the Chagrin Road Parcels, together with (a) the right of ingress and egress through the Chagrin Road Parcels at all times for the purpose of accessing the Chagrin Road Parcels; (b) the right to construct, install, operate, repair, replace, relocate, inspect and maintain water lines, including, but not limited to, lines, piping, conduits, valves, and related appurtenances; (c) the right to add to, operate, maintain, repair, replace or remove any of the foregoing, and forever to have and to hold such rights and easements under the conditions herein set forth; and (d) the right to do any and all things necessary, proper or incidental to the successful operation and maintenance of the easement granted herein. Grantors shall have the right to use the Chagrin Road Parcels for purposes not inconsistent with Grantee's, and its successors and assigns, full enjoyment of the rights herein granted.
2. No Third Party Rights. The parties hereto expressly do not intend by execution of this Easement Agreement to create in the public, or any member thereof, any rights as a third party beneficiary or to authorize anyone not a party hereof to maintain a suit for any damages pursuant to the terms of this Easement Agreement.
3. Ownership of Property. Grantors, for themselves, their successors and assigns, covenants with Grantee, its successors and assigns, that each Grantor is lawfully seized of its respective Chagrin Road Parcel and will forever warrant and defend the same unto Grantee, its successors and assigns, against all claims of all persons whomsoever.
4. Relationship to Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, of partnership or of joint venture between the parties hereto, it being understood and agreed that no provision contained herein or any act of the parties hereto shall be deemed to create any relationship other than grantor and grantee of the rights and easements set forth herein.
5. Waiver. The waiver by the Grantee of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition for any subsequent breach of the same or any other term, covenant, or condition herein contained.
6. Severability. If and to the extent that any court of competent jurisdiction finds any term or provision of this Easement Agreement to be invalid or unenforceable, such invalidity shall not affect the balance of that provision or the remaining provisions of this Easement Agreement, which shall remain in full force and effect.
7. Governing Law; Venue. This Easement Agreement has been negotiated and executed in the State of Ohio and relates to real property located in the State of Ohio. All questions

concerning the validity or intention of this Easement Agreement shall be resolved under the laws of the State of Ohio. The Village and the Parties to this Easement Agreement hereby designate the Court of Common Pleas of Cuyahoga County, Ohio, as the court of proper jurisdiction and exclusive venue for any actions or proceedings relating to this Agreement; hereby irrevocably consent to such designation, jurisdiction and venue; and hereby waive any objections or defenses relating to jurisdiction or venue with respect to any action or proceeding initiated in the Court of Common Pleas of Cuyahoga County, Ohio.

8. Modification. This Easement Agreement, or any easement or covenant set forth herein, may not be amended, terminated, rescinded or otherwise modified, in whole or in part, except by a written instrument executed by the Village and the Parties hereto, or their respective heirs, executors, representatives, successors and assigns, and recorded with the Recorder's Office, Geauga County, Ohio with reference made to this Easement Agreement.
9. Covenants to Run with the Land. This Easement Agreement constitutes a covenant which runs with the land and shall inure to the benefit of and shall be binding upon the parties hereto, and the respective successors and assigns of Grantors and Grantee.
10. Counterparts. This Agreement may be executed in any number of counterparts. The signature of a Party appearing on any one such counterpart shall be deemed to appear on all such counterparts.
11. Recording Costs. The Grantors agree to assume all costs associated with the filing of this Easement Agreement in Geauga County, Ohio.
12. Notice. Any notice, demand, request, approval, instruction or communication that the Village and/or any of the parties desire to give or are requested to give shall be in writing and either delivered personally or sent by United States registered or certified mail, return receipt requested, postage prepaid, or by prepaid overnight express courier, and addressed as follows:

To Grantee Village of Chagrin Falls:

Chief Administrative Officer  
Village of Chagrin Falls  
21 West Washington Street  
Chagrin Falls, Ohio 44022

To Grantor Hertz:

Brian and Joan Hertz  
7205 Chagrin Road  
Chagrin Falls, Ohio 44023

To Grantor Boardwalk:

Boardwalk Enterprises LTD  
8401 Chagrin Road  
Chagrin Falls, Ohio 44023

To Grantors Industrial and Hemlock:

c/o 7207 Chagrin Partners LLC  
7207 Chagrin Road, Suite 1  
Chagrin Falls, Ohio 44023

To Grantor Venture:

Venture Point LLC  
7181 Chagrin Road  
Chagrin Falls, Ohio 44023

IN WITNESS WHEREOF, the Grantors and the Grantee have duly executed this Easement Agreement as of the date first written above.

GRANTORS: Brian M and Joan M. Heartz

Brian M. Heartz  
Brian M. Heartz

Joan M. Heartz  
Joan M. Heartz

STATE OF OHIO )  
COUNTY OF Geauga )

SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Grantors, who acknowledged that they did execute the foregoing instrument and that the same is their own free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this 13<sup>th</sup> day of February, 2013.

Julia P. Barnes  
Notary Public

Julia P. Barnes  
Notary Public  
State of Ohio

My Commission Exp. April 23, 2017



GRANTOR: Boardwalk Enterprises, Ltd.

BOARDWALK ENTERPRISES LTD.

By: [Signature]  
Name: Ken Zargari  
Title: Prop. Mgr.

STATE OF OHIO )  
COUNTY OF Franklin )

SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared Ken Zargari, the Manager of the above-named Grantor, who acknowledged that he did execute the foregoing instrument and that the same is his own free act and deed as such representative and the free act and deed of Grantor.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this 12<sup>th</sup> day of February, 2013.

[Signature]  
Notary Public

Julia P. Barnes  
Notary Public  
State of Ohio  
My Commission Exp. April 23, 2017

GRANTOR: 7207 Chagrin Industrial LLC

7207 Chagrin Industrial LLC

By: J. Bartlett  
Print Name: JAMES BARTLETT  
Title: Partner

STATE OF OHIO )

COUNTY OF GEAUGA ) SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Grantor, by JAMES BARTLETT its Partner, who acknowledged that he did execute the foregoing instrument and that the same is his own free act and deed as such representative and the free act and deed of Grantor.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this 15<sup>th</sup> day of April, 2013.

Julia P. Barnes  
Notary Public

Julia P. Barnes  
Notary Public  
State of Ohio  
My Commission Exp. April 23, 2017

GRANTOR: 7209 Chagrin Hemlock LLC

7209 Chagrin Hemlock LLC

By: J Barrett  
Print Name: JAMES BARRETT  
Title: Partner

STATE OF OHIO )

COUNTY OF BEAUGA ) SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Grantor, by JAMES BARRETT its Partner, who acknowledged that he did execute the foregoing instrument and that the same is his own free act and deed as such representative and the free act and deed of Grantor.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this 15<sup>th</sup> day of April, 2013.

Julia P. Barnes  
Notary Public

**Julia P. Barnes**  
**Notary Public**  
**State of Ohio**

My Commission Exp. April 23, 2017

GRANTOR: Venture Point LLC

VENTURE POINT LLC

By: [Signature]  
Name: Kevin M. Hinkel  
Title: Member

STATE OF OHIO )  
COUNTY OF Crawford ) SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Grantor, by Kevin Hinkel its Member who acknowledged that he did execute the foregoing instrument and that the same is his own free act and deed as such representative and the free act and deed of Grantor.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this 2nd day of March, 2013.

[Signature]  
Notary Public

Julia P. Barnes  
Notary Public  
State of Ohio

My Commission Exp. April 23, 2017

This instrument was prepared by:

Samuel S. Pearlman, Esq.  
Singerman, Mills, Desberg & Kauntz Co. L.P.A.  
3333 Richmond Road, Suite 370  
Beachwood, Ohio 44122  
(216) 292-5807

**ACCEPTANCE**

The undersigned, the Mayor of the Village of Chagrin Falls, does hereby consent to and accept the Easement Agreement and all obligations imposed thereby.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Acceptance this 15 day of JAN., 2013.

GRANTEE:

The Village of Chagrin Falls, Ohio

By: Thomas Brick  
Thomas Brick, Mayor  
Village of Chagrin Falls

STATE OF OHIO )  
  )  
COUNTY OF Cuyahoga )

SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Grantee, by Thomas Brick, Mayor, who acknowledged that he did execute the foregoing instrument and that the same is his own free act and deed as such representative and the free act and deed of Grantee.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this 15 day of JANUARY, 2013.

Elizabeth L. DeBaggis  
Notary Public **ELIZABETH L. DEBAGGIS**  
NOTARY PUBLIC • STATE OF OHIO  
Recorded in Geauga County  
My commission expires Apr. 25, 2016

Approved as to form:  
Stephen L. Byron  
Stephen L. Byron, Law Director  
Village of Chagrin Falls, Ohio

When fully executed this document shall be recorded in the Office of the County Recorder of Geauga County, Ohio.

Exhibit A

Instrument 201300857557 OR Book Page 1947 2145

Instrument 200500725543 OR Book Page 1773 801

# General Warranty Deed

**KNOW ALL MEN BY THESE PRESENTS THAT:**

CH Enterprises,  
an Ohio partnership

for valuable consideration paid, grants with general warranty covenants, to

Bryan M. Hertz and Joan M. Hertz, husband and wife,  
for their joint lives, the remainder to the survivor of them,

whose tax-mailing address will be

126 South Main Street  
Chagrin Falls, Ohio 44022

200500725543  
Filed for Record in  
GEAUGA COUNTY, OHIO  
MARY MARGARET MCBRIDE  
09-02-2005 At 03:25 pm.  
DEED 28.00  
OR Book 1773 Page 801 - 802

the following described real property:

Situated in the Township of Bainbridge, County of Geauga, and State of Ohio and known as being part of Lot No. 48, Tract No. 1 in said Township and is bounded and described as follows: Beginning on the centerline of Chagrin Falls-Bainbridge Center Road (60 feet wide) at the intersection of the Westerly line of a parcel of land conveyed to O. Stanek et al, by deed recorded in Volume 512, Page 320 of Geauga County Records of Deeds; Thence South 02 degrees 40'00" West along said Westerly line a distance of 18.38 feet to a point; Thence South 27 degrees 58'39" West a distance of 254.06 feet to a one inch iron pipe set; Thence North 62 degrees 01'21" West and passing through a one inch iron pipe set at 109.10 feet, a total distance of 164.66 feet to a one iron inch pipe set in the Easterly line of land conveyed to R. McQuown as recorded in Volume 479, Page 570 & 572 of Geauga County Records of Deeds; Thence North 02 degrees 43'00" East along said Easterly line a distance of 178.46 feet to a one inch iron pipe set; Thence North 58 degrees 02'00" East along said Easterly line a distance of 178.46 feet to a one inch iron pipe set at 151.77 feet, a total distance of 181.77 feet to a point on the centerline of Chagrin Fall-Bainbridge Center Road; Thence South 31 degrees 58'00" East along said centerline a distance of 61.57 feet to an angle in the centerline of said road; Thence South 51 degrees 02'00" East along said centerline a distance of 90.28 feet to the place of beginning and contains 1.3473 acres of land according to surveys in December 1978, November 1981 and May 1989 by Schade Surveying Company, Willard F. Schade Jr., Professional Surveyor S-6008, be the same more or less, but subject to all legal highways. Together with and subject to a 20 foot ingress and egress easement. Bearings are referred to assumed meridian and are used to describe angles only.

Permanent Parcel No. 02-419573

\*and passing through a one inch iron

STATUTORY WARRANTY DEED

REAL PROPERTY TRANSFER TAX  
TRANSFERRED AND PAID

SEP 02 2005

Fee \$ 1160.00 x 4

Tracy A. Jemison, County Auditor

By: *[Signature]*

Reviewed by: *[Signature]*  
Date: 9-2-05  
GEAUGA COUNTY AUDITOR

MESHERRY & COMPANY  
A Legal Professional Association  
178 EAST WASHINGTON STREET  
CHAGRIN FALLS, OHIO 44022  
FAX (440) 247-7801  
(440) 247-7800

EXHIBIT "B"

VOL 1012 PAGE 416

LEGAL DESCRIPTION

Situated in the Township of Bainbridge, County of Geauga, State of Ohio and known as being part of Lot No.40, Tract No.1 in said Township and is bounded and described as follows:

Beginning on the centerline of Chagrin Falls-Bainbridge Center Road (60 ft. wide), at the intersection of the easterly line of a parcel of land conveyed to O.Stanek etal, by deed recorded in Volume 512, Page 320 of Geauga County Records of Deeds;

Thence South 88° 18' 07" West along said easterly line a distance of 97.95 ft. to a one inch pipe set;

Thence South 55° 20' 50" West a distance of 485.77 ft. to a one inch iron pipe found at a southeasterly corner of land conveyed to RTB Hemlock Ltd. as recorded in Volume 879, Page 116 of Geauga County Record of Deeds;

Thence North 36° 10' 00" East along said line a distance of 132.28 ft. to a one inch pipe found;

Thence North 02° 40' 00" East along said line and the east line of land conveyed to Valley Business Center and passing through a one inch iron pipe set at 160.28 ft. and 198.60 ft., a total distance of 486.60 ft. to the centerline of Chagrin Falls-Bainbridge Center Road;

Thence South 51° 39' 59" East along said centerline a distance of 505.86 ft. to the place of beginning of this description and contains 2.3581 acres of land according to a survey in September, 1994 by Schade Surveying Company, Willard F. Schade, Jr., Professional Surveyor 6008, be the same more or less, but subject to all legal highways.

15425L

March 2, 1995

Reviewed by *SK* A. Deth 4-13-95  
GEAUGA COUNTY AUDITOR

EXHIBIT "C"

Situated in the Township of Bainbridge, County of Geauga and State of Ohio: and known as being part of Lot No. 48, Tract No. 1 in said Township and is bounded and described as follows:

Beginning at the centerline of Chagrin Bainbridge Road (60 feet wide) at the intersection with the westerly line of a parcel of land conveyed to R. Thomas Burns Jr. by deed recorded in Volume 858, Page 219 of Geauga County Records.

Thence South 02 degrees 40' 00" West, along said westerly line a distance of 18.38 feet to a point and the principal place of beginning of this description;

Thence continuing South 02 degrees 40' 00" West, a distance of 269.62 feet to a point;

Thence North 87 degrees 20' 00" West, a distance of 214.00 feet to a point;

Thence South 02 degrees 43' 00" West, a distance of 348.39 feet to a point;

Thence South 77 degrees 03' 10" West, a distance of 230.11 feet to an iron pin found on the Wheeling & Lake Erie R.R. Right of Way;

Thence North 02 degrees 43' 00" East, a distance of 478.49 feet to a one inch iron pipe set at the southwest corner of land conveyed to R. McQuown by deed Volume 479, Page 570-572 of Geauga County Record of Deeds;

Thence South 87 degrees 17' 00" East, along said McQuown south line a distance of 178.00 feet to a one inch iron pipe set;

Thence North 02 degrees 43' 00" East, along an east line of said McQuown land a distance of 42.34 feet to a one inch iron pipe set;

Thence South 62 degrees 01' 21" East, a distance of 164.66 feet to a one inch iron pipe set;

Thence North 27 degrees 58' 39" East, a distance of 254.06 feet to the principal place of beginning of this description and contains 2.8507 acres of land as calculated and described in May 1991 by Schade Surveying Company, Willard F. Schade Jr., Professional Surveyor S 6008 from a survey in May 1989, be the same more less.

Property Address:      7207 Chagrin Road, Chagrin Falls, OH 44023  
Tax ID No.:              02-419836, 02-420106



EXHIBIT "D"

Situated in the Township of Bainbridge, County of Geauga and State of Ohio: and known as being part of Lot No. 48, Tract No. 1 in said Township and is bounded and described as follows:

Beginning at the centerline of Chagrin Bainbridge Road (60 feet wide) at the intersection with the westerly line of a parcel of land conveyed to R. Thomas Burns Jr. by deed recorded in Volume 858, Page 219 of Geauga County Records.

Thence South 2° 40' 00" West, along said Burns' land a distance of 288.00 feet to a point and the principal place of beginning of this description;

Thence continuing South 02° 40' 00" West, a distance of 198.60 feet to a point;

Thence South 36° 10' 00" West, a distance of 132.28 feet to a point;

Thence South 77° 03' 10" West, a distance of 146.71 feet to a point;

Thence North 02° 43' 00" East, a distance of 348.39 feet to a point;

Thence South 87° 20' 00" East, a distance of 214.00 feet to the principal place of beginning of this description and containing 1.4901 acres of land as calculated and described by Schade Surveying Company, Willard F. Schade, Jr., Professional Surveyor S-6008 in April, 1991, be the same more or less.

Property Address: 7209 Chagrin Road, Chagrin Falls, OH 44023  
Tax ID No.: 02-376800, 02-420847

EXHIBIT "E"

~~Instrument 800k Page~~  
~~200400685301 OR 1715 2265~~

Legal Description for:  
**SOUTH CHAGRIN CORPORATION**  
**PARCEL No. 1**

Instrument 800k Page  
201300857557 OR 1947 2149

Situated in the Township of Bainbridge, County of Geauga, and State of Ohio and known as being a part of Original Bainbridge Township Lot Number 48, Tract 1 and bounded and described as follows: Beginning at a 5/8" iron pin set on the easterly line of lands conveyed to the Board of Park Commissioners of the Cleveland Metro Park District by deed recorded in Volume 1146, Page 222 of Geauga County Records, formerly lands of the Nickel Plate Railroad as referenced in previous instrument, said point being about 600 feet southerly from the Bainbridge Road underpass;

- Course 1 thence along an easterly line of lands so conveyed to the Board of Park Commissioners of the Cleveland Metro Park District and the southerly line of lands conveyed to South Chagrin Corp. by deed recorded in Volume 857, Page 1057 of Geauga County Records, North 89°13'51" East, passing over a 5/8" iron pin set at 194.66 feet, a total distance of 257.15 feet to the original centerline of Chagrin Road (width varies)
- Course 2 thence along the original centerline of Chagrin Road, South 32°29'09" East, a distance of 124.18 feet to the northeasterly corner of lands conveyed to C.H. Enterprises by deed recorded in Volume 1030, Page 1331 of Geauga County Records;
- Course 3 thence along the northerly line of lands so conveyed to C.H. Enterprises, South 57°30'51" West, passing over a 5/8" iron pin set at 30.00 feet, a total distance of 181.77 feet to a Parker-Kalon nail set in asphalt at the northwesterly corner therein;
- Course 4 thence along said westerly line of lands so conveyed to C.H. Enterprises and a westerly line of lands conveyed to RTB Industrial Limited Partnership by deed recorded in Volume 879, Page 118 of Geauga County Records, South 2°11'51" West, a distance of 220.76 feet to a 5/8" iron pin set at an angle point therein;
- Course 5 thence along a northerly line of lands so conveyed to RTB Industrial Limited Partnership, North 87°48'09" West, a distance of 178.00 feet to a 5/8" iron pin set on the easterly line of lands conveyed to the Board of Park Commissioners of the Cleveland Metro Park District as aforementioned, formerly lands of the Nickel Plate Railroad as referenced in previous instrument;

Course 6 thence along said easterly line of lands so conveyed to the Board of Park Commissioners of the Cleveland Metro Park District, North 2°11'51" East, a distance of 413.00 feet to the principal place of beginning and containing 2.1478 acres of land according to a survey by Matthew C. Neff, Ohio Professional Surveyor #7315, of the M. Neff Design Group dated September 29, 2003. Be the same more or less but subject to all legal highways. Prior instrument is in Volume 855, Page 641 of Geauga County Records.

NOTE: Bearings shown hereon are to an assumed meridian and are used to denote angles only. Monuments described as 5/8" iron pins set are 5/8" diameter by 30" rebar with cap stamped "M NEFF 7315".

PARCEL No. 2

Situated in the Township of Bainbridge, County of Geauga, and State of Ohio and known as being a part of Original Bainbridge Township Lot Number 48, Tract 1 and bounded and described as follows: Beginning on the original centerline of Chagrin Road (width varies) at the northeasterly corner of lands conveyed to South Chagrin Corp. by deed recorded in Volume 855, Page 641 of Geauga County Records, formerly lands of The Dippo Manufacturing Company as referenced in previous instrument;

Course 1 thence along the northerly line of lands so conveyed to South Chagrin Corp., South 89°13'51" West, passing over a 5/8" iron pin set at 62.49 feet, a total distance of 249.39 feet to a 5/8" iron pin set on the easterly line of lands conveyed to the Board of Park Commissioners of the Cleveland Metro Park District by deed recorded in Volume 1146, Page 222 of Geauga County Records, formerly lands of the Wheeling & Lake Erie Railway as referenced in previous instrument.

Course 2 thence along said easterly line of lands so conveyed to the Board of Park Commissioners of the Cleveland Metro Park District, North 0°20'09" West, passing over a 5/8" iron pin set at 112.03 feet, a total distance of 294.00 feet;

Course 3 thence South 89°57'09" East, a distance of 12.85 feet to the westerly line of lands conveyed to Geauga County Board of Commissioners by deed recorded in Volume 1192, Page 476 of Geauga County Records;

Course 4 thence along the westerly line of lands so conveyed to Geauga County Board of Commissioners, southeasterly, a distance of 34.31 feet along the arc of a curve deflecting to the left having a central angle of 2°29'34", a radius of 788.51 feet, a tangent of 17.16 feet and a chord which bears South 40°07'31" East, a distance of 34.30 feet to a point of tangency therein;

Course 5 thence continuing along the westerly line of lands conveyed to Geauga County Board of Commissioners, South 41°22'17" East, a distance of 218.83 feet to the southwesterly corner therein;

Course 6 thence along the southerly line of lands conveyed to Geauga County Board of Commissioners, North 48°37'43" East, a distance of 6.58 feet to the original centerline of Chagrin Road;

Course 7 thence along the original centerline of Chagrin Road, South 32°29'09" East, a distance of 123.93 to the place of beginning and containing 0.9271 acres of land according to a survey by Matthew C. Neff, Ohio Professional Surveyor #7315, of the M. Neff Design Group dated September 29, 2003. Be the same more or less but subject to all legal highways. Prior instrument is in Volume 857, Page 1057 of Geauga County Records.

Reviewed by AKA  
Date 1-13-07  
GEAUGA COUNTY AUDITOR

NOTE: Bearings shown hereon are to an assumed meridian and are used to denote angles only. Monuments described as 5/8" iron pins set are 5/8" diameter by 30" rebar with cap stamped "M NEFF 7315".

  
Matthew C. Neff,  
Ohio Professional Surveyor #7315



SURVEY PLAT & FIELD DESCRIPTION  
APPROVED PER R.C. 315.251  
RS 1/13/07  
OFFICE OF THE RECORDER  
GEAUGA COUNTY ENGINEER

02-419573  
02-343300  
02-419836  
02-376800  
02-243500

REAL PROPERTY TRANSFER TAX  
NO TRANSFER NECESSARY

APR 09 2013

FEE \$ 5.00  
BY: Frank J. Gilha, County Auditor

201300857557  
Filed for Record in  
GEAUGA COUNTY OHIO  
SHARON C GINGERICH, RECORDER  
04-09-2013 At 10:59 am.  
ESMT 172.00  
OR Book 1947 Page 2132 - 2151