

LIST OF EXHIBITS

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

[Attached]

Legal Description

Overall Property

File No. 13637-LD012

March 26, 2015

Revised April 29, 2014

Page 1 of 3

Situated in the Village of Orange, County of Cuyahoga, State of Ohio and known as being all of Sublot Nos. 10-37 in the Woodmere Subdivision as shown by the recorded plat in Volume 49 of Maps, Page 8 of Cuyahoga County Records, part of Parcel "C" in the Consolidation And Dedication Plat of a portion of Orange Place as shown by the recorded plat in Volume 315 of Maps, Pages 44-45 of Cuyahoga County Records and all of Sublot Nos. 4-30 and Pinecrest Drive in the Walnut Hills Homesteads, Unrecorded, all of and more land being part of Original Orange Township, Lot No. 10, Tract No. 2 and Lot No. 1, Tract No. 4 and is further bounded and described as follows:

Beginning at a 1 ¼" iron pin monument at the intersection of the center line of Harvard Road (variable width) with the center line of Orange Place (variable width). Thence North 89°-39'-09" East, along said center line of Harvard Road, a distance of 131.56 feet to the intersection with the Southerly prolongation of the Easterly right of way line of Pinecrest Drive (60 feet wide) vacated. Thence North 00°-21'-40" West, along said Southerly prolongation, a distance of 54.00 feet to a point on the Northerly right of way line of said Harvard Road and the principal place of beginning of the land herein described;

- Course 1 Thence North 00°-21'-40" West, along Easterly right of way line of Pine Crest Drive (60' Wide), now vacated by recorded Plat Volume 322, Page 5 of Cuyahoga County Records, a distance of 10.00 feet to an angle point therein;
- Course 2 Thence South 89°-39'-09" West, along a line 10 feet off and parallel to the Northerly right of way line of Harvard Road, a distance of 56.92 feet to a point on the Easterly right-of-way for Orange Place (Width Varies);
- Course 3 Thence Northwesterly, along the arc of a curve deflecting to the right and being the said Easterly right-of-way for Orange Place, a distance of 21.88 feet to a point of tangency. Said arc having a radius of 30.00 feet, a central angle of 41°-47'-48" and a chord which bears North 21°-15'-34" West, a distance of 21.40 feet;
- Course 4 Thence North 00°-21'-40" West, continuing along said Easterly right of way line of said Orange Place and the prolongation of, a distance of 345.91 feet to a point on the Southerly line of Sublot 30 in said Walnut Hills Homestead and Northerly line of Block "B" in the said Consolidation And Dedication Plat of a portion of Orange Place;

Legal Description

Overall Property

File No. 13637-LD011

March 26, 2015

Revised April 29, 2015

Page 2 of 3

- Course 5 Thence South 89°-38'-07" West, along the Southerly line of said Sublot 30 in Walnut Hills Homestead and Northerly line of Block "B" in the said Consolidation And Dedication Plat of a portion of Orange Place, a distance of 528.20 feet to the Southwest corner of aforesaid Sublot 30 and Northwest corner of aforesaid Block "B" and a point on the Easterly line of Lot Split and Dedication Plat of Chagrin Highlands Orange Place Lot 3 as shown by the recorded plat in Volume 307 of Maps, Pages 54-55 of Cuyahoga County Records;
- Course 6 Thence North 00°-56'-44" West, along the Westerly line of said Walnut Hills Homestead and Easterly line of said Lot Split and Dedication Plat of Chagrin Highlands Orange Place Lot 3 and continuing along the Easterly line of Lot 2 in the Subdivision Plat of Chagrin Highlands Orange Place as shown by the recorded plat in Volume 298, Pages 89-90 in Cuyahoga County Records, a distance of 1824.11 feet to the Northeasterly corner of aforesaid Lot 2 and the Northwesterly corner of Sublot 19 in said Walnut Hills Homestead;
- Course 7 Thence North 89°-46'-15" East, along the Northerly line of said Sublot No. 19 and along the Southerly line of a parcel of land conveyed to Rukshmani, Inc. by deed recorded in A.F.N. 199903150817 of Cuyahoga County Records, a distance of 443.39 feet the Southeasterly corner of aforesaid Rukshmani Inc. parcel and the Southwest corner of Sublot 22 in the said Woodmere Subdivision;
- Course 8 Thence North 00°-37'-28" West, along the Easterly line of said Rukshmani Inc. parcel and the Westerly line of in the said Woodmere Subdivision, a distance of 1940.20 feet to the Northwest corner of Sublot 10 in the said Woodmere Subdivision;
- Course 9 Thence North 89°-17'-12" East, along the Northerly line of Sublot 10 in the said Woodmere Subdivision, a distance of 237.34 feet to a point on the Westerly right-of-way for Walnut Hills Avenue (40 feet wide);
- Course 10 Thence North 00°-37'-28" West, along the Westerly right-of-way of said Walnut Hills Avenue, a distance of 84.88 feet to the Northeasterly corner of Sublot 8 in the said Woodmere Subdivision;
- Course 11 Thence North 89°-17'-12" East, along the Westerly extension and the Northerly line of Sublot 37 in the said Woodmere Subdivision and the Southerly line of a parcel of land described in Lot Split and Consolidation Plat for 27500 Chagrin Blvd., LLC as shown in recorded plat in Volume 313, Page 10 of Cuyahoga County Records, a distance of 276.79 feet to the Northeasterly corner of Sublot 37 in the said Woodmere Subdivision and the Southeasterly corner of said parcel in Lot Split and Consolidation Plat for 27500 Chagrin Blvd., LLC;

Legal Description

Overall Property

File No. 13637-LD012

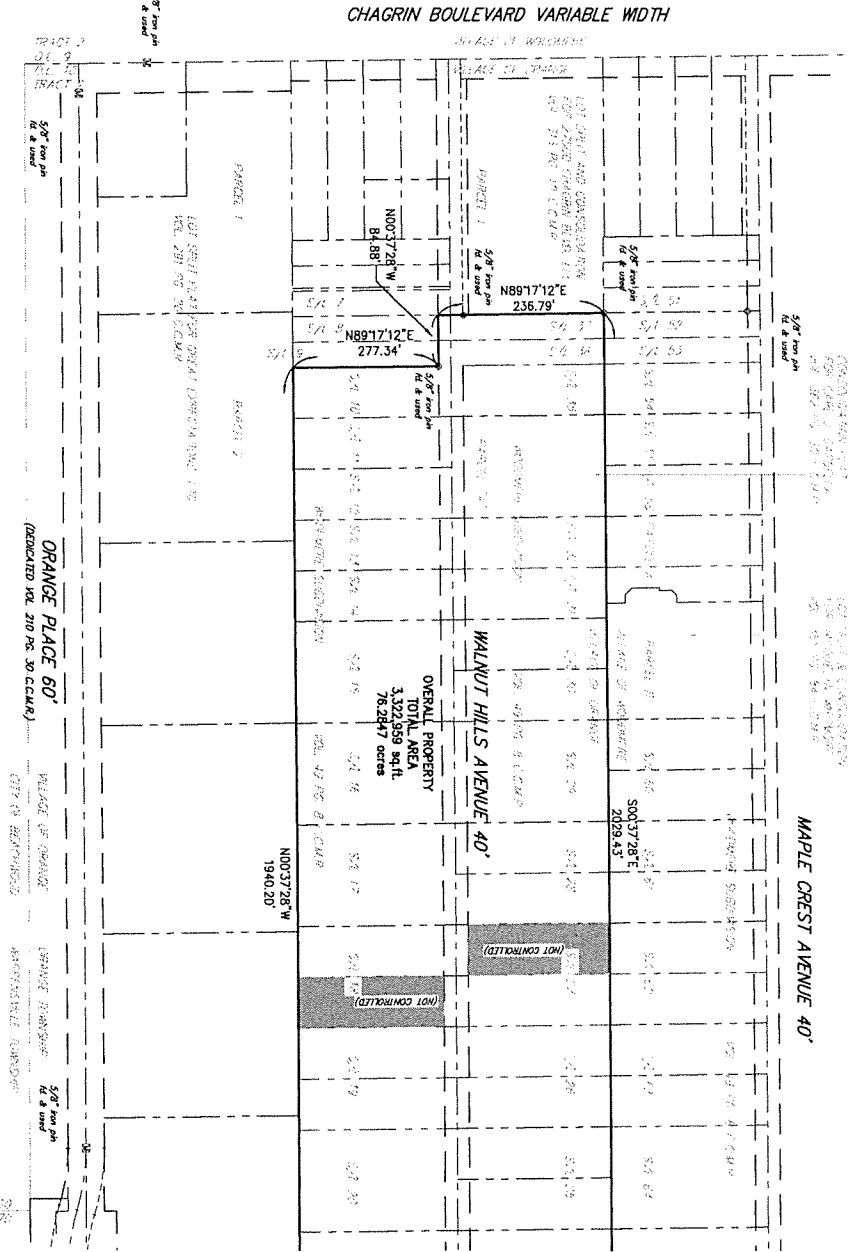
March 26, 2015

Revised April 29, 2015

Page 3 of 3

- Course 12 Thence South 00°-37'-28" East, along an Easterly line of said Woodmere Subdivision, a distance of 2029.43 feet the Southeast corner of Sublot 23 in the said Woodmere Subdivision and a point on the Northerly line of Sublot 18 in said Walnut Hills Homestead;
- Course 13 Thence North 89°-46'-15" East, along the Northerly line of said Sublot 18, a distance of 190.49 feet to the Northeast corner of aforesaid Sublot 18;
- Course 14 Thence South 00°-21'-40" East, along the Easterly line of said Walnut Hills Homestead, a distance of 2197.37 feet to the Southeast corner of Sublot 6 in said Walnut hills Homestead and a point on the Northerly right-of-way line for said Harvard Road;
- Course 15 Thence South 89°-39'-09" West, along said Northerly right of way line of Harvard Road, a distance of 536.66 feet to the principal place of beginning and containing 76.2847 Acres (3,322,959 Square Feet) of land.

Be the same more or less, but subject to all legal highways and easements of record.



PARCEL EXHIBIT
PROPERTY
PINECREST
VILLAGE OF ORANGE, OHIO

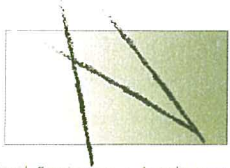
NEFF
 & ASSOCIATES
 Civil Engineers • Landscapers • Surveyors • Planners • Surveyors
 6405 York Road • Parma Heights, Ohio 44130
 Tel. 440.884.3100 Fax. 440.884.6443
 www.neff-assoc.com

Date: 02-25-15
 Drawn By: TEW
 Proj. No. 13637
2 of 2

EXHIBIT B-1

LEGAL DESCRIPTION OF BLOCK "B-1" OF VILLAGE PROPERTY

[Attached]



Legal Description

Block "B-1"

File No. 13637-LD009

February 10, 2015

Page 1 of 1

Situated in the Village of Orange, County of Cuyahoga, State of Ohio and known as being part of Block "B" in the Consolidation And Dedication Plat of a portion of Orange Place as shown by the recorded plat in Volume 315 of Maps, Pages 44-45 of Cuyahoga County Records, all of and more land being part of Original Orange Township, Lot No. 1, Tract No. 4 and is further bounded and described as follows:

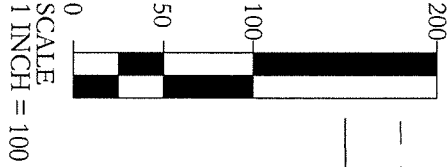
Beginning at the Northwest corner of aforesaid Block "B" and the Southwest corner of Sublot No. 19 in the Walnut Hills Homestead, Unrecorded, and the place of beginning of the land herein described;

- Course 1 Thence North $89^{\circ}-38'-17''$ East, along the Northerly line of the aforesaid Block "B" and the Southerly line of said Sublot 19 in Walnut Hills Homestead, a distance of 436.56 feet;
- Course 2 Thence South $00^{\circ}-21'-40''$ East, a distance of 11.18 feet; to a point of curvature
- Course 3 Thence Southwesterly, along the arc of a curve deflecting to the right, a distance of 54.98 feet to a point of tangency. Said arc having a radius of 35.00 feet, a central angle of $90^{\circ}-00'-00''$ and a chord which bears South $44^{\circ}-38'-20''$ West, a distance of 49.50 feet;
- Course 4 Thence South $89^{\circ}-38'-20''$ West, a distance of 322.17 feet to a point of curvature on the Northerly right-of-way line for said Orange Place;
- Course 5 Thence Northwesterly, along the arc of a curve deflecting to the right and along the Northerly right-of-way line for said Orange Place, a distance of 79.85 feet to a point on the Westerly line of aforesaid Block "B". Said arc having a radius of 320.00 feet, a central angle of $14^{\circ}-17'-49''$ and a chord which bears North $83^{\circ}-12'-45''$ West, a distance of 79.64 feet;
- Course 6 Thence North $00^{\circ}-56'-44''$ West, along the Westerly line of aforesaid Block "B" a distance of 36.26 feet to the place of beginning and containing 0.4505 Acres (19,626 Square Feet) of land.

Be the same more or less, but subject to all legal highways and easements of record.



NORTH



5/8" iron pin
fd. & used

CONSOLIDATION AND DEDICATION PLAT
OF A PORTION OF ORANGE PLACE
VOL. 315 PGS. 44-45 C.C.M.R.

S00°21'40"E
11.18'

BLOCK "B-1"
TOTAL AREA
19,626 sq. ft.
0.4505 acres

N89°38'17"E 436.56'

S89°38'20"W 322.17'

5/8" iron pin
fd. & used

ORANGE PLACE
VARIABLE WIDTH

BLOCK A

R=35.00'
A=54.98'
D=90°00'00"
S44°38'20"W
C=49.50'

R=320.00'
A=79.85'
D=14°17'49"
N83°12'45"W
C=79.64'

5/8" iron pin
fd. & used

BLOCK C

1 1/4" iron pin
fd. & used

180.04'
S89°39'09"W

1 1/4" iron pin fd.
S89°39'09"W, 0.18'

1 1/4" iron pin fd.
S36°25'53"W, 0.12'

O.L. 2
TRACT 4

O.L. 70
O.L. 80

TRACT 4
O.L. 1

282.43'
282.38'r. & o.
N78°54'20"W

PARCEL EXHIBIT
BLOCK "B-1"
PINECREST
VILLAGE OF ORANGE, OHIO



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& ASSOCIATES

Civil Engineers + Landscape Architects + Planners + Surveyors

6405 York Road | Parma Heights, Ohio 44130

Tel: 440.884.3100 | Fax: 440.884.6443

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Date: 02-25-15

Drawn By: TEW

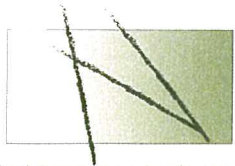
Proj. No. 13637

1

EXHIBIT B-2

LEGAL DESCRIPTION OF BLOCK "C-1" OF VILLAGE PROPERTY

[Attached]



Legal Description

Block "C-1"

File No. 13637-LD010

February 10, 2015

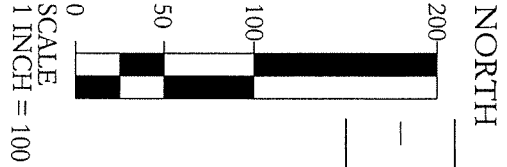
Page 1 of 1

Situated in the Village of Orange, County of Cuyahoga, State of Ohio and known as being part of Block "B" and Block "C" in the Consolidation And Dedication Plat of a portion of Orange Place as shown by the recorded plat in Volume 315 of Maps, Pages 44-45 of Cuyahoga County Records and part of Vacated Pinecrest Drive as shown by the recorded plat in Volume 322, Page 5 of Cuyahoga County Records, all of and more land being part of Original Orange Township, Lot No. 1, Tract No. 4 and is further bounded and described as follows:

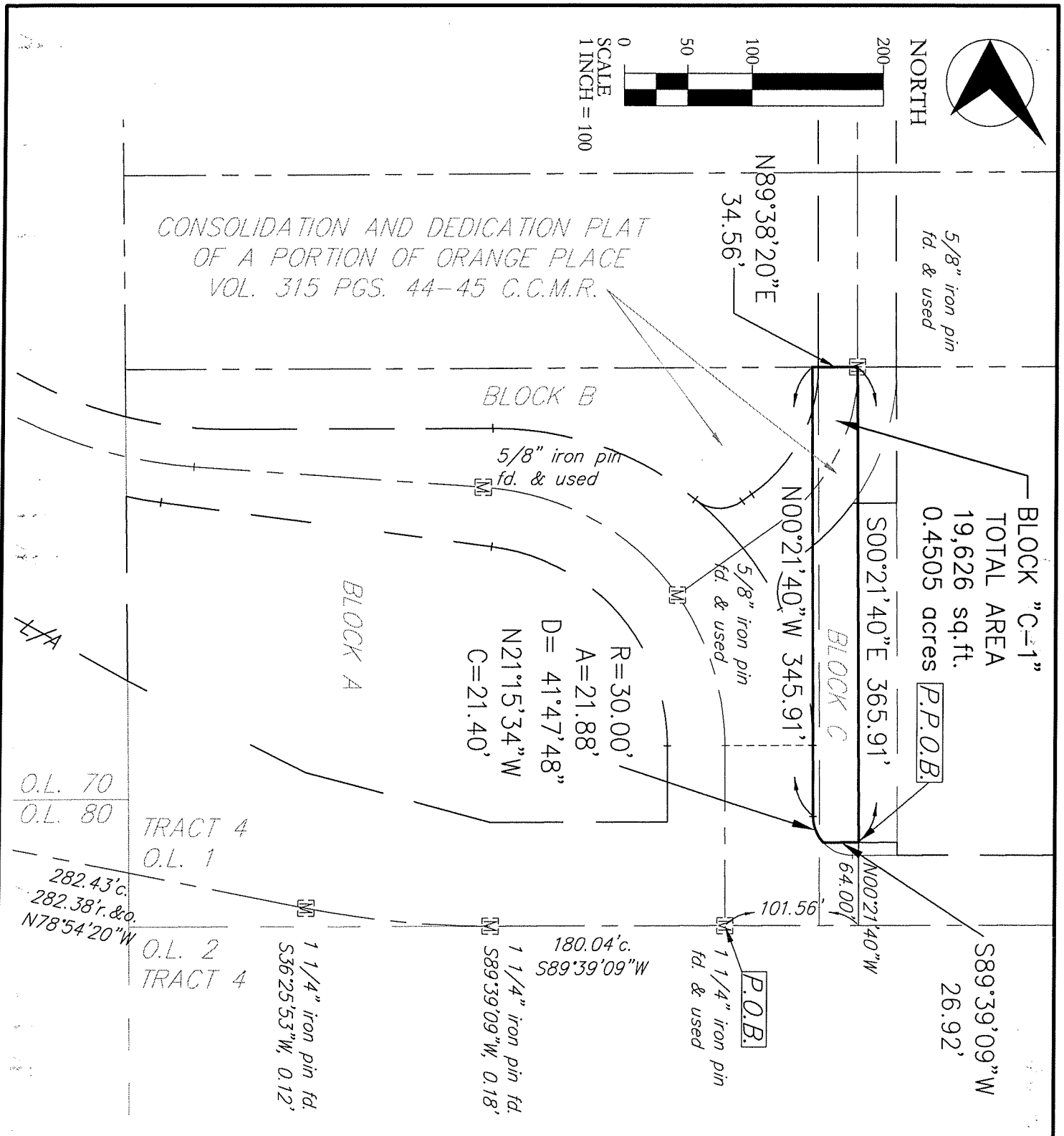
Beginning at a 1 ¼" iron pin monument at the intersection of the center line of Harvard Road (variable width) with the center line of Orange Place (variable width). Thence North 89°-39'-09" East, along said center line of Harvard Road, a distance of 101.56 feet to the intersection with the Southerly prolongation of the center line of Pine Crest Drive (60 feet wide) vacated. Thence North 00°-21'-40" West, along said Southerly prolongation, a distance of 64.00 feet to a point on the Northerly right of way line of said Harvard Road and the principal place of beginning of the land herein described;

- Course 1 Thence South 89°-39'-09" West, continuing along said Northerly right of way line of Harvard Road, a distance of 26.92 feet to a point on the Easterly right-of-way for Orange Place (Width Varies);
- Course 2 Thence Northwesterly, along the arc of a curve deflecting to the right and being the said Easterly right-of-way for Orange Place, a distance of 21.88 feet to a point of tangency. Said arc having a radius of 30.00 feet, a central angle of 41°-47'-48" and a chord which bears North 21°-15'-34" West, a distance of 21.40 feet;
- Course 3 Thence North 00°-21'-40" West, continuing along said Easterly right of way line of said Orange Place and the prolongation of, a distance of 345.91 feet to a point on the Southerly line of Sublot 30 in said Walnut Hills Homestead and Northerly line of Block "B" in the said Consolidation And Dedication Plat of a portion of Orange Place;
- Course 4 Thence North 89°-38'-20" East, along the Southerly line of said Sublot 30 in Walnut Hills Homestead and Northerly line of said Block "B", a distance of 34.56 feet to a point on the center line of said Pinecrest Drive, Vacated;
- Course 5 Thence South 00°-21'-40" East, along said center line of Pinecrest Drive, Vacated, a distance of 365.91 feet to the place of beginning and containing 0.2892 Acres (12,597 Square Feet) of land.

Be the same more or less, but subject to all legal highways and easements of record.



CONSOLIDATION AND DEDICATION PLAT
OF A PORTION OF ORANGE PLACE
VOL. 315 PGS. 44-45 C.C.M.R.



BLOCK "C-1"
TOTAL AREA
19,626 sq. ft.
0.4505 acres

R=30.00'
A=21.88'
D=41°47'48"
N21°15'34"W
C=21.40'

TRACT 4
O.L. 1
O.L. 2

1 1/4" iron pin fd.
S36°25'53"W, 0.12'

1 1/4" iron pin fd.
S89°39'09"W, 0.18'

1 1/4" iron pin
fd. & used

S89°39'09"W
26.92'

O.L. 70
O.L. 80
282.43'c.
282.38'r. & o.
N78°54'20"W

101.56'

PARCEL EXHIBIT
BLOCK "C-1"
PINECREST
VILLAGE OF ORANGE, OHIO

NEFF
& ASSOCIATES

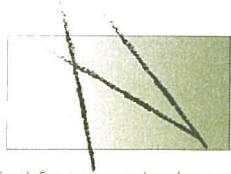
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Date:	02-25-15
Drawn By:	TEW
Proj. No.	13637
Sheet No.	1

EXHIBIT B-3

LEGAL DESCRIPTION OF BLOCK "A-1" OF VILLAGE PROPERTY

[Attached]



NEFF
& ASSOCIATES

Civil Engineers + Landscape Architects + Planners + Surveyors

Legal Description

Block "A-1"

File No. 13637-LD011

February 10, 2015

Page 1 of 2

Situated in the Village of Orange, County of Cuyahoga, State of Ohio and known as being part of Block "A" and part of Orange Place (variable width) in the Consolidation And Dedication Plat of a portion of Orange Place as shown by the recorded plat in Volume 315 of Maps, Pages 44-45 of Cuyahoga County Records, all of and more land being part of Original Orange Township, Lot No. 1, Tract No. 4 and is further bounded and described as follows:

Beginning at a 1 ¼" iron pin monument at the intersection of the center line of Harvard Road (variable width) with the center line of Orange Place (variable width). Thence South 89°-39'-09" West, along said center line of Harvard Road, a distance of 45.02 feet. Thence North 00°-20'-51" West, a distance of 80.00 feet to a point on the Northerly limited access line for north bound ramp to Interstate 271 and the principal place of beginning of the land herein described;

- Course 1 Thence South 89°-39'-09" West, along said Northerly limited access line of north bound ramp to Interstate 271, a distance of 135.02 feet to an angle point;
- Course 2 Thence North 75°-13'-15" West, continuing along said Northerly limited access line of north bound ramp to Interstate 271, a distance of 148.01 feet to an angle point;
- Course 3 Thence North 62°-44'-20" West, continuing along said Northerly limited access line of north bound ramp to Interstate 271, a distance of 153.32 feet to the Southwest corner of said Block "A";
- Course 4 Thence North 00°-56'-44" West, along the Westerly line of said Block "A", a distance of 142.07 feet;
- Course 5 Thence Southeasterly, along the arc of a curve deflecting to the left, a distance of 78.96 feet to a point of tangency. Said arc having a radius of 380.00 feet, a central angle of 11°-54'-20" and a chord which bears South 84°-24'-30" East, a distance of 78.82 feet;
- Course 6 Thence North 89°-38'-20" East, a distance of 71.81 feet to an angle point;
- Course 7 Thence South 81°-15'-39" East, a distance of 50.58 feet to an angle point;
- Course 8 Thence North 89°-38'-20" East, a distance of 190.05 feet to a point of curvature;

Legal Description
Block "A-1"
File No. 13637-LD011
February 10, 2015
Page 2 of 2

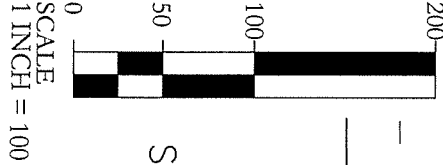
Course 9 Thence Southeasterly, along the arc of a curve deflecting to the right, a distance of 39.27 feet to a point of tangency. Said arc having a radius of 25.00 feet, a central angle of 90°-00'-00" and a chord which bears South 45°-21'-40" East, a distance of 35.36 feet;

Course 10 Thence South 00°-21'-40" West, a distance of 210.67 feet to the principle place of beginning and containing 1.9792 Acres (86,213 Square Feet) of land.

Be the same more or less, but subject to all legal highways and easements of record.



NORTH



CONSOLIDATION AND DEDICATION PLAT
OF A PORTION OF ORANGE PLACE
VOL. 315 PGS. 44-45 C.C.M.R.

S/L 30
ORANGE PLACE
VARIABLE WIDTH

R=25.00'A=39.27'
D=90°00'00"
S45°21'40"E C=35.36'

R=380.00'A=78.96'
D=11°54'20"
S84°24'30"E C=78.82'

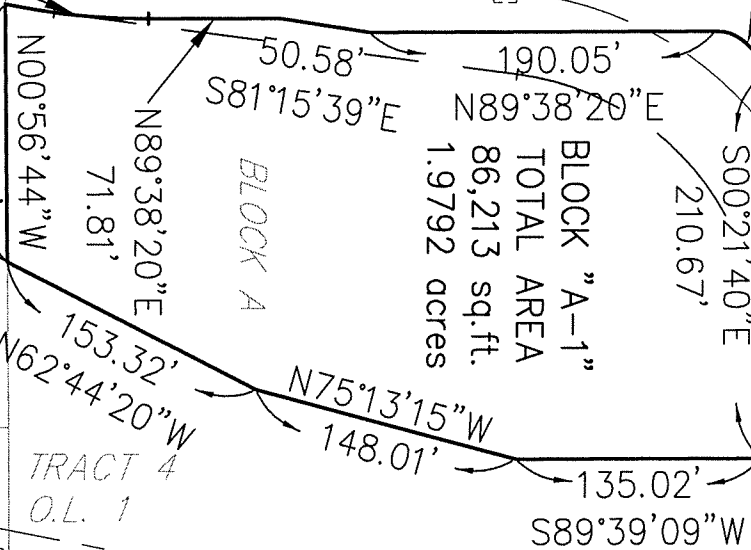
BLOCK B

5/8" iron pin
fd. & used

5/8" iron pin
fd. & used

5/8" iron pin
fd. & used

BLOCK C



BLOCK "A-1"
TOTAL AREA
86,213 sq. ft.
1.9792 acres

P.O.B.

P.O.B.

O.L. 70
O.L. 80

TRACT 4
O.L. 1

282.43'c.
282.38'r.&o.
N78°54'20"W

O.L. 2
TRACT 4

1 1/4" iron pin fd.
S36°25'53"W, 0.12'

1 1/4" iron pin fd.
S89°39'09"W, 0.18'

180.04'c.
S89°39'09"W

1 1/4" iron pin
fd. & used

PARCEL EXHIBIT
BLOCK "A-1"
PINECREST
VILLAGE OF ORANGE, OHIO

NEFF
& ASSOCIATES

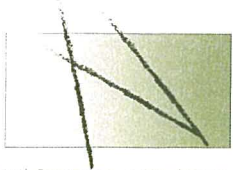
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Date:	02-25-15
Drawn By:	TEW
Proj. No.	13637
Sheet No.	1

EXHIBIT B-4

LEGAL DESCRIPTION OF "EASEMENT AREA" OF VILLAGE PROPERTY

[Attached]



NEFF
& ASSOCIATES

Civil Engineers + Landscape Architects + Planners + Surveyors

Legal Description

Easement Parcel

File No. 13637-LD008

February 10, 2015

Page 1 of 1

Situated in the Village of Orange, County of Cuyahoga, State of Ohio and known as being part of Orange Place (Width Varies) in the Consolidation And Dedication Plat of a portion of Orange Place as shown by the recorded plat in Volume 315 of Maps, Pages 44-45 of Cuyahoga County Records, all of and more land being part of Original Orange Township, Lot No. 10, Tract No. 2 and is further bounded and described as follows:

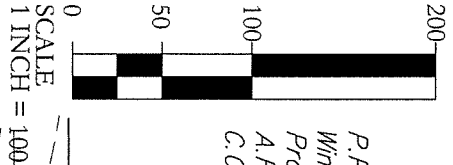
Beginning at a 5/8" iron pin at the Northwest corner of Sublot No. 19 in the Walnut Hills Homestead, Unrecorded, and the place of beginning of the land herein described;

- Course 1 Thence North 00°-56'-44" West, a distance of 1.66 feet;
- Course 2 Thence Northeasterly, along the arc of a curve deflecting to the left, a distance of 264.29 feet to a point on the Easterly right-of-way for said Orange Place and the Westerly line of a parcel of land conveyed to Rukshmani, Inc. by deed recorded in A.F.N. 199903150817 of Cuyahoga County Record. Said arc having a radius of 376.53 feet, a central angle of 40°-12'-57" and a chord which bears North 19°-22'-39" East, a distance of 258.90 feet;;
- Course 3 Thence South 00°-34'-50" East, along said Easterly right of way line of said Orange Place and the Westerly line of said Rukshmani, Inc. parcel, a distance of 245.55 feet to a point on the Northerly line of Sublot 19 in said Walnut Hills Homestead and a Southerly right-of-way line for said Orange Place;
- Course 4 Thence South 89°-39'-09" West, along the Northerly line of said Sublot 19 and a Southerly right-of-way line for said Orange Place, a distance of 88.36 feet to the place of beginning and containing 0.1593 Acres (6,937 Square Feet) of land.

Be the same more or less, but subject to all legal highways and easements of record.



NORTH



P.P.N. 901-01-002
 Windrose Orange Centre
 Properties, L.L.C.
 A.F.N. 200701290986
 C.C.D.R.

P.P.N. 901-01-065
 Rukshmani, Inc.
 A.F.N. 199903150817 C.C.D.R.

EASEMENT PARCEL

TOTAL AREA
 6,937 sq.ft.
 0.1593 acres

TRACT 2
 O.L. 10

O.L. 1
 TRACT 4

S/L 19

CITY OF BEACHWOOD
 VILLAGE OF ORANGE

ORANGE PLACE
 VARIABLE WIDTH

$R=376.53'A=264.29'D=40^{\circ}12'57''$
 $N19^{\circ}22'39''E C=258.90'$

$N00^{\circ}56'44''W$
 1.66'

$S00^{\circ}34'50''E$
 245.55'

$S89^{\circ}46'15''W$
 88.36'

5/8" iron pin
 fld. & used

5/8" iron pin
 fld. & used

5/8" iron pin
 fld. & used

P.O.B.

PARCEL EXHIBIT
 EASEMENT PARCEL
 PINECREST
 VILLAGE OF ORANGE, OHIO



NEFF
 & ASSOCIATES

Civil Engineers + Landscape Architects + Planners + Surveyors

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Tel: 440.884.3100 | Fax: 440.884.6443

www.neff-assoc.com

Date: 02-25-15

Drawn By: TEW

Proj. No. 13637

EXHIBIT C

DECLARATION OF RESTRICTIONS

[Attached]

DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration of Covenants and Restrictions (“Declaration”) made this _____ day of _____ 201_, by _____, a(n) _____, with a mailing notice of _____ (“Declarant”), is to evidence the following:

W I T N E S S E T H

WHEREAS, Declarant owns approximately _____ acres of land located in Orange Village (the “Village”) described in Exhibit “A” attached hereto and made a part hereof, and as shown on Exhibit “B” (hereinafter referred to as the “Development Property”); and

WHEREAS, Declarant desires to develop the Development Property for mixed-use development (the “Project”) in accordance with the provisions of Ordinance No. 2013-11 (the “Ordinance”) and that certain Development Agreement between the Declarant and the Village dated _____, 201_ ; and

WHEREAS, the Development Property is adjacent to approximately _____ acres of land in the Village known as PD-6 Sub-District in the Ordinance, described in Exhibit “C” attached hereto and made a part hereof, and as shown on Exhibit “D” (the “Restricted Property”) (the “Development Property and the Restricted Property, together the “Property”), which Restricted Property is presently improved with single-family dwellings; and

WHEREAS, the Restricted Property is also adjacent to parcels of property with street addresses on Waterford Court, Orange Village, Ohio, which parcels have been assigned Cuyahoga County Permanent Parcel Nos. 901-02-002, 901-02-033, 901-02-034, 901-02-035, 901-02-040, 901-02-041, and 901-02-042 (each, an “Abutting Property” and collectively, the “Abutting Properties”); and

WHEREAS, the owners of the Abutting Properties (individually, an “Owner” and collectively, the “Owners”) are intended beneficiaries of this Declaration, with the right to enforce the provisions hereof individually and/or collectively; and

WHEREAS, the Declarant, for itself and all future owners of all or any part of the Development Property, desires to hold its interest in the Development Property subject to the terms hereof, and restrict the Restricted Property as set forth in this Declaration.

NOW, THEREFORE, intending to be legally bound, Declarant, for itself and its successors and assigns and all future owners of all or any part of the Development Property, hereby covenants and declares that:

1. Restrictions on the Use and Improvement of the Restricted Property. No use of, or improvements to, the Restricted Property, or any portion thereof, shall be made except as follows, and the Property shall be subject to the following covenants and restrictions:

- a. The Restricted Property shall be maintained as open space, with no above-ground improvements, except the Mound (hereinafter defined), the Walls (hereinafter defined) and the Landscaping (hereinafter defined), subject to the following further restrictions, as herein provided.
- b. Promptly following the demolition and removal of the homes that currently are located on the Development Property and clearing and grubbing the portion of the Development Property located in Sub-Districts PD-1 through PD-4, the Declarant shall create a temporary topsoil mound in a portion of the area where the Mound (hereinafter defined) will be located to prevent debris and construction from coming onto or be seen by the Owners. No construction of above-ground improvements that are part of the Project, other than the construction of such temporary topsoil mound, the Mound, Walls and Landscaping, the parking garage that is to be constructed as part of the Project, and the basements and first floors of Buildings 5, 6 and 7 shown in amended Preliminary Development Plan for the Project approved by the Village Planning and Zoning Commission on February 10, 2015, shall occur until completion of the Mound and Walls, and any such above-ground improvements relating to Buildings 5, 6 and 7 will in no event, at any time, be visible to the Owners from their properties. The Landscaping will be installed on the Mound promptly during the next planting season following construction of the Mound and Walls. Following construction of the temporary topsoil mound, Declarant, at its sole cost and expense, shall:
 - i. construct an earthen mound (the "Mound") within and outside the boundaries of the Restricted Property (the part of the Mound outside the Restricted Property, the "Overlap") with a configuration and dimensions substantially in accordance with the Preliminary Grading Plan attached hereto as Exhibit "E" and made a part hereof, and the landscape plan of Cawrse & Associates, Inc., attached hereto and made a part hereof as Exhibit "F" (the "Cawrse

Plan”); provided, however, that Declarant is permitted to revise the Preliminary Grading Plan to (A) alter or extend the Mound so that, after completion of construction as designed, the proposed buildings and roof-top mechanical units in Sub-Districts PD-1 through PD-5 and the site and other improvements (other than landscaping), grading, paving, lighting and fixtures, and below ground utilities in Sub-Districts PD-1 through PD-5 will not be able to be seen by persons standing on the first or second floor of a dwelling on Waterford Court and such revisions do not adversely affect the Waterford Court residents, including, without limitation, their use and enjoyment of their property, or (B) increase any dimension of the Mound or any portion thereof and such revisions do not adversely affect the Waterford Court residents, including, without limitation, their use and enjoyment of their property; provided that such revisions by the Declarant shall be deemed to be acceptable and in compliance with the foregoing requirements, unless, within fifteen (15) business days after being provided a copy of such revised Preliminary Grading Plan, Cawrse & Associates, Inc. notifies Declarant and the Village Engineer in writing that it has determined that, after completion of construction of the Mound as shown in the revised Preliminary Grading Plan, the proposed buildings and roof-top mechanical units in Sub-Districts PD-1 through PD-5 and/or the site and other improvements (other than landscaping), grading, paving, all site lighting and fixtures, and below ground utilities in Sub-Districts PD-1 through PD-5, will be able to be seen by persons standing on the first or second floor of a dwelling on Waterford Court and/or such revision adversely affects the residents of Waterford Court (the “Revision Dispute”). In the event of such a Revision Dispute, the parties shall promptly work, in good faith, to resolve such dispute. If following such reasonable good faith efforts to do so, the parties are unable to resolve the Revision Dispute, then they shall submit the Revision Dispute to the Village Engineer to resolve the Revision Dispute, and the Village Engineer’s determination of such Revision Dispute shall be final. The Overlap shall be subject to the covenants and restrictions herein contained and the Declarant, its successors and assigns, shall have access to the Overlap to perform its obligations hereunder; and

- ii. construct continuous walls (the “Walls”), the height of which Walls will be substantially in accordance with Exhibit “G” hereto (the “Site Line Drawing”) in accordance with the Cawrse Plan and which Walls, or portions thereof, shall be incorporated into a parking structure; provided, however, that Declarant is permitted,

to revise the Walls as shown in the Site Line Drawing to alter or extend the Walls to support an alteration or extension of the Mound as permitted under Section 1(b)(i) above and/or so that, after completion of construction as designed, the proposed buildings and roof-top mechanical units in Sub-Districts PD-1 through PD-5 and the site and other improvements (other than landscaping), grading, paving, all site lighting and fixtures, and below ground utilities in Sub-Districts PD-1 through PD-5 shall not be able to be seen by persons standing on the first or second floor of a dwelling on Waterford Court and such revisions do not adversely affect the Waterford Court residents including, without limitation, their use and enjoyment of their property; unless, within fifteen (15) days after being provided a copy of such revision to the Walls, Cawrse & Associates, Inc. notifies Declarant and the Village Engineer in writing of a Revision Dispute. In the event of such a Revision Dispute, the parties shall promptly work, in good faith, to resolve such dispute. If following such reasonable good faith efforts to do so, the parties are unable to resolve the Revision Dispute, then they shall submit the Revision Dispute to the Village Engineer to resolve the Revision Dispute, and the Village Engineer's determination of such Revision Dispute shall be final; and

- iii. landscape the Restricted Property substantially in accordance with the Cawrse Plan (hereafter, "Landscaping"); provided, however, that Declarant is permitted to revise the Cawrse Plan to alter or extend the Landscaping in a manner consistent with the landscaping depicted therein to landscape an alteration or extension of the Mound as permitted under Section 1(b)(i) above and/or so that, after completion of construction as designed, the proposed buildings and roof-top mechanical units in Sub-Districts PD-1 through PD-5 and the site and other improvements (other than landscaping), grading, paving, all site lighting and fixtures, and below ground utilities in Sub-Districts PD-1 through PD-5 will not be able to be seen by persons standing on the first or second floor of a dwelling on Waterford Court and such revisions do not adversely affect the Waterford Court residents including, without limitation, their use and enjoyment of their property, provided that such revisions by the Declarant shall be deemed to be acceptable and in compliance with the foregoing requirements, unless, within fifteen (15) days after being provided a copy of such revision to the Cawrse Plan, Cawrse & Associates, Inc. notifies Declarant and the Village Engineer in writing of a Revision Dispute. In the event of such a Revision Dispute, the parties shall promptly work, in good

faith, to resolve such dispute. If following such reasonable good faith efforts to do so, the parties are unable to resolve the Revision Dispute, then they shall submit the Revision Dispute to the Village Engineer to resolve the Revision Dispute, and the Village Engineer's determination of such Revision Dispute shall be final. Additionally, Declarant agrees that Cawrse & Associates, Inc. may revise the Cawrse Plan in a manner that increases Declarant's cost and expense for the purchase and installation of the Landscaping by up to \$100,000 and to install the Landscaping pursuant to any such revised plan.

- c. At all times, Declarant, at its sole cost and expense, shall:
 - i. Insure the Mound and Walls and maintain, repair and replace the same, and irrigate the Mound, as reasonably necessary to keep the same at all times in good condition and so that there is no material change in their condition from the condition when approved by the Owners' landscape architect as herein provided; and
 - ii. maintain, repair and replace, and irrigate the Landscaping as reasonably necessary to ensure the same is at all times in good condition and that there is no material decrease in the buffering provided by the Landscaping.
- d. Declarant shall be liable for (and pay when due) all real estate taxes and insurance relating to the Restricted Property. The form and amount of such insurance shall be subject to the Village's reasonable approval.
- e. Except for the Walls, the Mound and the Landscaping, no above-ground improvements to the Restricted Property shall be permitted.
- f. No vehicular or pedestrian access to, from or on the Restricted Property shall be permitted, except as reasonably necessary to install and maintain, repair, and replace the Walls, to install and maintain, repair, replace and irrigate the Mound, and to install, maintain, repair, replace, and irrigate the Landscaping, and then such work shall be performed between the hours of 7:30 a.m. and 7:30 p.m., Monday through Friday and between the hours of 8 a.m. and 3:30 p.m. on Saturdays; provided, however, that, should construction of the Mound, Walls or Landscaping fall behind Declarant's established construction schedule therefor, Declarant shall be permitted to perform and conduct construction and related work in connection with the Mound, Walls or Landscaping after the hours set forth above and on Sundays upon the approval of Cawrse & Associates, Inc. Such work shall be performed utilizing generally accepted commercial construction practices and procedures; provided, however, that if there exists more than

one generally accepted commercial construction practice and procedure to perform any such work that Declarant reasonably determines to be of comparable cost, such work shall be performed using the practice and procedure that will cause less interference or disruption to the Owners.

- g. At Declarant's expense (not to exceed \$16,000.00), a landscape architect selected by the Owners shall be permitted to inspect the Restricted Property during and following installation of the Mound and the Landscaping to ensure that they are installed substantially in accordance with this Declaration (including, without limitation, the Cawrse Plan, as the Mound and Landscaping may be altered or extended from that shown in the Cawrse Plan pursuant to this Declaration), and if such architect determines upon any such inspection that the same has not been so installed, then such architect shall advise Declarant in writing of the same promptly following the inspection revealing that the Mound or Landscaping are not so installed, and Declarant shall promptly remedy the same.
- h. Following installation of the Mound, Declarant shall cause access to the Restricted Property from the Development Property to be secured so as to allow access to or from the Restricted Property solely (i) to the extent necessary to maintain, repair, replace and irrigate the Mound and to install, maintain, repair, replace and irrigate the Landscaping; and (ii) by the Owners of the property adjacent thereto for pedestrian purposes only.
- i. The Restricted Property shall not be subdivided.

2. Performance Bond/Letter of Credit. Prior to the construction of any improvements on the Property (including, without limitation, grading of any portion of the Property), Declarant shall arrange for the provision and securing of and provide to the Village a payment and performance bond, standby letter of credit that is irrevocable without the Village's agreement, or other financial guarantee acceptable to, and in favor of, the Village and in an amount determined by the Village to be sufficient to construct and pay for in full the Mound, Walls and Landscaping.

3. Enforcement. This Declaration is intended for the sole benefit of the Village and the Owners and may be enforced by the Village and/or the Owners (individually and/or collectively); provided, however, that:

- a. Any Owner shall be permitted to take any action in court to enforce this Declaration or declare its terms, provided the following has occurred:
 - i. such Owner has provided the Village and Declarant notice in writing of Declarant's purported violation of this Declaration and within thirty (30) days after date of such notice, Declarant has

failed to cure such purported violation (or, if such purported violation cannot reasonably be cured within such thirty (30) day period, Declarant has failed to commence to remedy such purported violation within the thirty (30) day period and proceed thereafter with due diligence until completion and completed the same within sixty (60) days of the date of such notice or such additional period of time as weather permits (such period, the "Default Period").

- ii. Such Owner (the "Notifying Owner") has, after expiration of the Default Period, attempted in good faith to resolve any dispute, claim or controversy arising out of or relating to the purported violation of this Declaration identified in the notice required hereunder by mediation before a mediator (and at a date, time and location in Cuyahoga County, Ohio) mutually agreed upon by the Notifying Owner and Declarant or, if such Notifying Owner and the Declarant cannot so agree, before a mediator (and at a date, time and place in Cuyahoga County, Ohio) determined by the Village's Mayor; provided, however, that in no event shall such mediation take place more than thirty (30) days after the Default Period and, if such mediation does not occur within such thirty (30) day period, the parties shall be relieved of any requirement to mediate. The Notifying Owner shall notify the Village and all other Owners of such mediation and invite them to participate in such mediation. The Notifying Owner and Declarant shall share equally the costs and expenses of the mediator (which shall not include, and each party shall bear, the expenses incurred by each party for its own legal representation in connection with any mediation). Such mediation shall constitute settlement negotiations, and, to the extent allowed by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of such mediation by any of the parties or their agents shall be confidential and inadmissible in any other legal proceeding, provided, however, that evidence which is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
- b. Any Owner who, after complying with the provisions of Subsections 3(a) above, initiates an action in court to enforce this Declaration or declare its terms shall, to the extent required by law, name as necessary parties thereto Declarant, all other Owners, and the Village.

4. Amendment. This Declaration may be modified, amended or revoked by the Declarant, its successors and assigns, in whole or in part, only with the written consent of the Village by an ordinance enacted by its Council and with the written consent of all Owners.

5. Successors in Interest. This Declaration shall be binding upon Declarant and its successors in interest and assigns in perpetuity. All terms and provisions created, granted or reserved herein shall be deemed to be covenants running with the Restricted Property and the Property in perpetuity, and shall be binding upon the grantee on each and every instrument of conveyance.

6. No Waiver of Covenants and Restrictions. None of the provisions herein shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

7. Enforceability of Covenants and Restrictions. The invalidity of any of the terms or provisions herein shall not impair or affect in any manner whatsoever the validity, enforceability or effect of the remaining terms and provisions herein.

8. Relation to Zoning Code. The terms and provisions herein shall in no way affect the provisions now or hereafter contained in the Zoning Code of the Village of Orange, Ohio or other governmental regulations, but all land, buildings and other structures on the Property shall in all cases satisfy such terms and provisions herein, as well as the provisions of such Zoning Code and other governmental regulations, from time to time in effect. In the event of a conflict between the terms and provisions herein and any governmental law, rule or regulation, such as the Zoning Code of the Village of Orange, Ohio, the requirements which impose the greater restrictions shall control.

9. Representations and Warranties of Declarant. Declarant represents and warrants that (a) Declarant is the fee simple owner of all of the Property and has the full right and authority to execute, deliver and comply with this Declaration, and this Declaration is a binding and enforceable obligation of Declarant; and (b) this Declaration has priority over any mortgage or encumbrance affecting the Property or any part thereof or interest therein.

(signature page follows)

IN WITNESS WHEREOF, this Declaration of Covenants and Restrictions is executed by Declarant this ____ day of _____ 201_.

[DECLARANT]

By: _____
Name: _____
Title: _____

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said county and state, personally appeared the above-named _____, a(n) _____, by _____, its _____, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed individually and as _____ of said _____.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal at _____, Ohio, this ____ day of _____ 201_.

NOTARY PUBLIC

This instrument prepared by:
Jordan Berns, Esq.
BERNS, OCKNER & GREENBERGER, LLC
3733 Park East Drive, Suite 200
Beachwood, Ohio 44122

EXHIBIT "A"

EXHIBIT "B"

EXHIBIT "C"



Legal Description
Restricted Property
File No. 13637-LD004
November 15, 2013
Page 1 of 1

Situated in the Village of Orange, County of Cuyahoga, State of Ohio and known as being part of Sublot Nos. 7-18 in the Walnut Hills Homesteads, Unrecorded of part of Original Orange Township, Lot No. 1, Tract No. 4 and is further bounded and described as follows:

Beginning at the Northeasterly corner of said Sublot No. 18;

- Course 1 Thence South 00°-21'-40" East, along the Easterly line of said Sublot No. 18 and along the Easterly lines of said Sublot Nos. 17-7, a distance of 1792.94 feet;
- Course 2 Thence South 89°-46'-15" West, a distance of 150.15 feet;
- Course 3 Thence North 57°-25'-10" West, a distance of 92.26 feet;
- Course 4 Thence North 19°-52'-51" West, a distance of 105.42 feet;
- Course 5 Thence North 00°-21'-40" West, parallel with the aforesaid Easterly lines of Sublot Nos. 7-18, a distance of 1643.66 feet to the Northerly line of said Sublot No. 18;
- Course 6 Thence North 89°-46'-15" East, along said Northerly line of Sublot No. 18, a distance of 262.81 feet to the place of beginning and containing 10.6923 Acres (465,755 Square Feet) of land.

Be the same more or less, but subject to all legal highways and easements of record.

EXHIBIT "D"

N:\LAND DEVELOPMENT\Proj\13637 Lewandki - Pinecrest\Survey\13637-RESTRICTED_PROPERTY.dwg, 11/17, 11/18/2013 2:59:22 PM

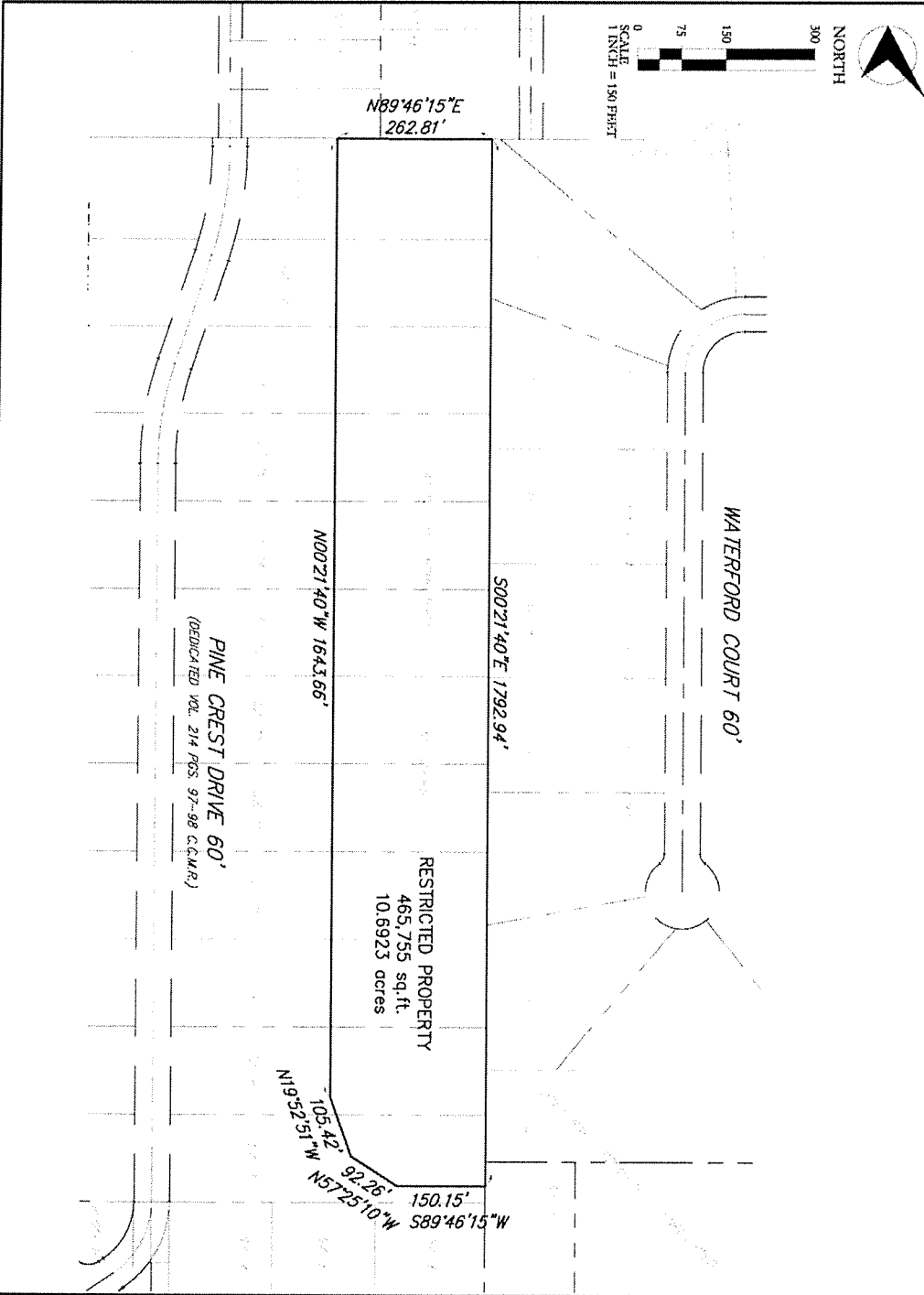


EXHIBIT	Date: 11.15.2013	RESTRICTED PROPERTY VILLAGE OF ORANGE	<p>NEFF & ASSOCIATES Civil Engineers • Landscape Architects • Planners • Surveyors 8405 York Road, Parma Heights, Ohio 44130 Tel: 440.894.3100 • Fax: 440.894.6440 www.neff-assoc.com</p>
	Drawn By: JMP Proj. No: 13637		

EXHIBIT "G"

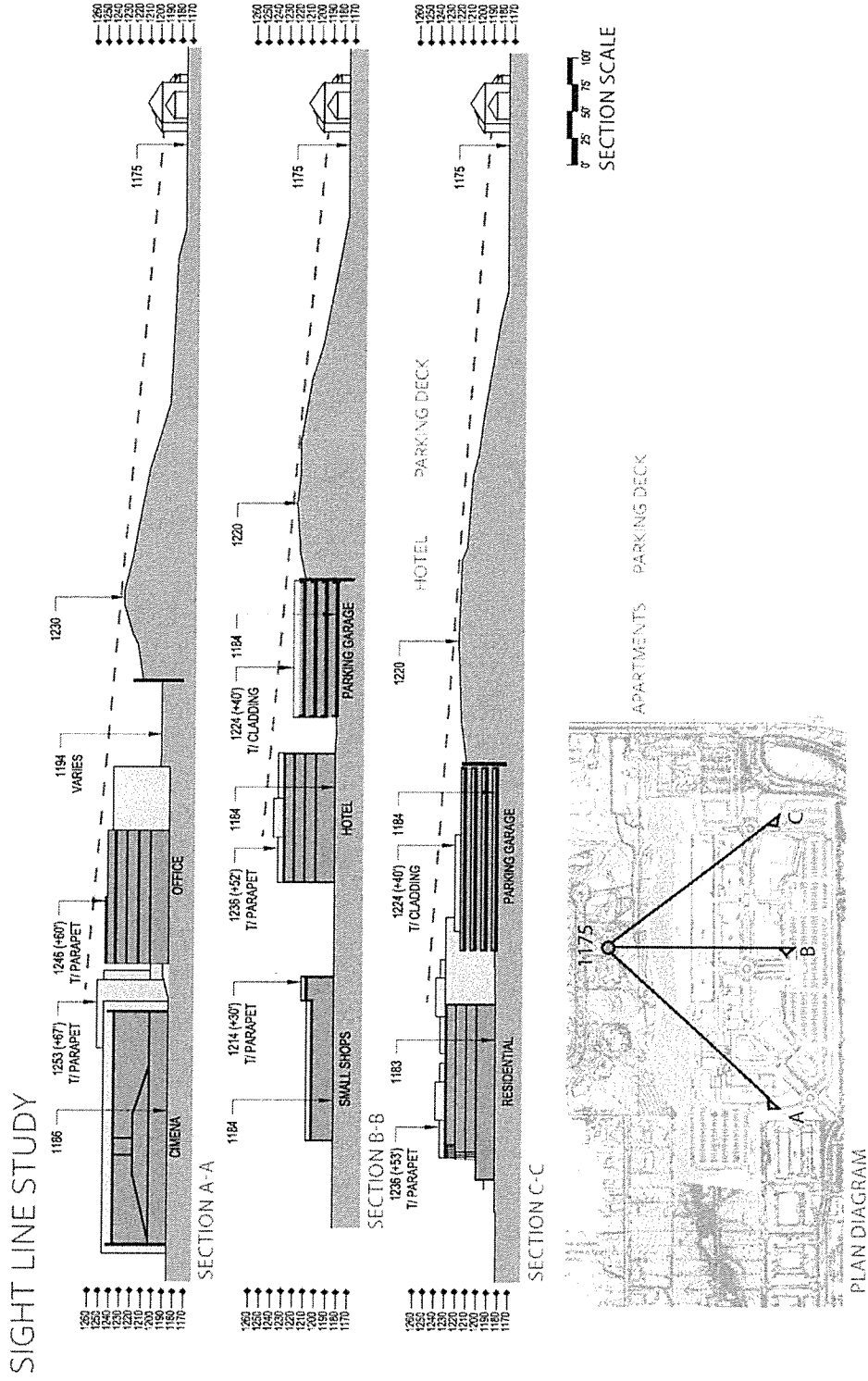


EXHIBIT D

TRAFFIC IMPROVEMENTS

[Attached]

PINECREST
Recommended Improvements

Harvard Road & Orange Place

- Extend the eastbound left turn lane.
- Provide signal coordination with adjacent traffic signals.

Harvard Road & Right-In Only Drive

- Adequate signage and roadway geometry should be installed to prevent motorists from exiting from the driveway onto Harvard Road or turning left from eastbound Harvard Road.

Orange Place & Pinecrest Drive

- Reconstruct the traffic signal at the intersection and coordinate this intersection with the Harvard Road & Orange Place intersection.
- A northbound left-turn lane should be constructed.
- An eastbound right turn lane should be constructed.

Orange Place & Southern Drive

- A stop sign will be installed for traffic exiting the site.
- The southbound driveway approach will have a single lane for site ingress and egress.

Orange Place & Northern Drive

- A stop sign will be installed for traffic exiting the site.
- The driveway approach will have a single lane for site ingress and egress.
- An exclusive southbound left-turn lane should be installed.

EXHIBIT E-1

FORM OF STORMWATER EASEMENT AGREEMENT

[Attached]

STORMWATER BASIN EASEMENT

This **STORMWATER BASIN EASEMENT** (“Easement”) is made by and between Orange Village, a chartered municipal corporation, 4600 Lander Road, Orange Village, Ohio 44022 (“Grantor”), and _____, an Ohio _____, _____ (“Grantee”), under the following circumstances:

A. Grantor is the fee owner of certain real estate located in Orange Village, Cuyahoga County, Ohio, more particularly identified, described, and depicted in **Exhibit A** attached hereto (the “Property”); and

B. Grantee proposes to improve the Property with storm water management facilities, together with related and reasonably necessary signage and landscaping (the “Improvements”) for the benefit of the general public within Orange Village, Ohio, and Grantee; and

C. The parties desire to establish a perpetual easement for the purpose of constructing, reconstructing, altering and maintaining the Improvements under, over, along, upon, and across the Property, as set forth in this Easement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a perpetual and non-exclusive easement (the “Easement”) on, over, under, and across the Property, for the purpose of constructing, reconstructing, altering, maintaining and using the Improvements. Grantee may do and perform all acts necessary to do so pursuant to and in accordance with this Easement. This Easement is a permanent easement.

2. Use of Property.

A. Grantee shall submit all engineering plans for the Improvements to the Property pursuant to this Easement to Grantor for its approval, which approval shall

not be unreasonably withheld, conditioned, or delayed. Grantee shall perform all work on the Property in a good and workmanlike manner, using qualified labor and quality materials. Grantee shall coordinate and schedule all such work with Grantor. Grantor may inspect such work to assure conformance to the Grantor's standards. Grantee shall be responsible, at its sole cost, for maintaining all improvements to the Property made pursuant to this Easement after approval and acceptance to standards approved by Grantor.

B. Grantor agrees not to use the Property for any purpose inconsistent with, or to otherwise interfere with, the rights granted by this Easement. Grantor agrees that no building, structure, or sign shall be placed in, on or within the Property without the prior consent of Grantee, which consent shall not be unreasonably withheld, conditioned or delayed.

3. Indemnity. Grantee shall indemnify and save Grantor harmless from and against any and all claims, liabilities, losses, damages, causes of action, costs and expenses, including attorney fees, which Grantor may incur as a result of or in any way connected with the activities of Grantee, its officers, employees, agents, contractors, and invitees in connection with this Easement, or in connection with the acts or negligence of Grantee, its agents, employees or contractors.

4. Attested Accounts. Neither Grantor nor Grantee shall permit any attested accounts to be filed against the Property in connection with any construction, maintenance or repair work alleged to have been done by or through Grantor or Grantee. In the event that any such attested accounts shall be filed of record, the party alleged to have ordered the work for which the attested accounts shall have been recorded shall cause such lien to be removed of record by payment, bonding, or other lawful procedure within thirty (30) days after receipt of written notice of such attested accounts from the other party.

5. Failure to Maintain. If Grantee shall fail to repair or maintain the Property in accordance with the provisions of this Easement, and if such failure shall continue for thirty (30) days after Grantor gives notice thereof to Grantee, such thirty (30) day period to be extended as reasonably required if Grantee shall be acting with due diligence, Grantor shall have the right to go upon the Easement Parcel to perform such maintenance and repair. Grantee shall reimburse Grantor for the reasonable costs incurred as the result thereof within thirty (30) days following receipt of invoice. If any amounts owed to Grantor pursuant to this Easement shall not be paid within ten (10) days after they are due, Grantor shall be entitled to interest at the rate of eight percent (8%) per annum from the date such payment was due until the date received by Grantor.

6. Lawful Owner. Grantor covenants with Grantee, its successors and assigns, that Grantor is the true and lawful owner of the Easement Parcel, and is well seized of the

same in fee simple, and has good right and full power to convey the easement set forth in this instrument.

7. Notices. Any notices required to be given to Grantor or Grantee shall be given by certified mail, return receipt requested, or by a national delivery service which obtains a receipt for delivery, at the address set forth in the first paragraph of this Easement, or to such other address as a party may designate from time to time by giving notice to the other party.

8. Successors and Assigns. The terms and conditions of this Easement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

9. Covenant Running With the Land. The terms and conditions of this Easement shall constitute a covenant running with the land, subject to any and all matters of record which affect title to the Property.

10. Miscellaneous. This Easement constitutes the entire agreement among the parties with respect to the subject matter, except as will be agreed with respect to traffic signal warrant, operation, and maintenance. The parties do not rely upon any statement, promise, or representation not herein expressed. This Easement may be amended only by an instrument in writing signed by the parties hereto. This Easement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. This Easement is governed by the laws of the State of Ohio.

***Remainder of Page Intentionally Left Blank
Signature Page Follows***

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____,
201_.

GRANTOR:

ORANGE VILLAGE

By: _____
Kathy U. Mulcahy, Mayor

And approved as to form:

Director of Law

GRANTEE:

By: _____

EXHIBIT A

Easement Legal Description
(attached)

Legal Description
Block "A-1"
File No. 13637-LD011
February 10, 2015
Page 1 of 2

Situated in the Village of Orange, County of Cuyahoga, State of Ohio and known as being part of Block "A" and part of Orange Place (variable width) in the Consolidation And Dedication Plat of a portion of Orange Place as shown by the recorded plat in Volume 315 of Maps, Pages 44-45 of Cuyahoga County Records, all of and more land being part of Original Orange Township, Lot No. 1, Tract No. 4 and is further bounded and described as follows:

Beginning at a 1 ¼" iron pin monument at the intersection of the center line of Harvard Road (variable width) with the center line of Orange Place (variable width). Thence South 89°-39'-09" West, along said center line of Harvard Road, a distance of 45.02 feet. Thence North 00°-20'-51" West, a distance of 80.00 feet to a point on the Northerly limited access line for north bound ramp to Interstate 271 and the principal place of beginning of the land herein described;

- Course 1 Thence South 89°-39'-09" West, along said Northerly limited access line of north bound ramp to Interstate 271, a distance of 135.02 feet to an angle point;
- Course 2 Thence North 75°-13'-15" West, continuing along said Northerly limited access line of north bound ramp to Interstate 271, a distance of 148.01 feet to an angle point;
- Course 3 Thence North 62°-44'-20" West, continuing along said Northerly limited access line of north bound ramp to Interstate 271, a distance of 153.32 feet to the Southwest corner of said Block "A";
- Course 4 Thence North 00°-56'-44" West, along the Westerly line of said Block "A", a distance of 142.07 feet;
- Course 5 Thence Southeasterly, along the arc of a curve deflecting to the left, a distance of 78.96 feet to a point of tangency. Said arc having a radius of 380.00 feet, a central angle of 11°-54'-20" and a chord which bears South 84°-24'-30" East, a distance of 78.82 feet;
- Course 6 Thence North 89°-38'-20" East, a distance of 71.81 feet to an angle point;
- Course 7 Thence South 81°-15'-39" East, a distance of 50.58 feet to an angle point;
- Course 8 Thence North 89°-38'-20" East, a distance of 190.05 feet to a point of curvature;

Legal Description
Block "A-1"
File No. 13637-LD011
February 10, 2015
Page 2 of 2

Course 9 Thence Southeasterly, along the arc of a curve deflecting to the right, a distance of 39.27 feet to a point of tangency. Said arc having a radius of 25.00 feet, a central angle of $90^{\circ}-00'-00''$ and a chord which bears South $45^{\circ}-21'-40''$ East, a distance of 35.36 feet;

Course 10 Thence South $00^{\circ}-21'-40''$ West, a distance of 210.67 feet to the principle place of beginning and containing 1.9792 Acres (86,213 Square Feet) of land.

Be the same more or less, but subject to all legal highways and easements of record.

EXHIBIT E-2

FORM OF TRAFFIC AND LANDSCAPING EASEMENT

[Attached]

TRAFFIC CONTROL AND LANDSCAPING EASEMENT

This **TRAFFIC CONTROL AND LANDSCAPING EASEMENT** (“Easement”) is made by and between Orange Village, a chartered municipal corporation, 4600 Lander Road, Orange Village, Ohio 44022 (“Grantor”), and _____, an Ohio _____, _____ (“Grantee”), under the following circumstances:

A. Grantor is the fee owner of certain real estate located in Orange Village, Cuyahoga County, Ohio, more particularly identified, described, and depicted in **Exhibits A, B and C** attached hereto (the “Property”); and

B. Grantee proposes to improve the Property with driveway facilities, together with related and reasonably necessary traffic signals, control devices, signage, and landscaping (the “Improvements”) for the benefit of the general public within Orange Village, Ohio, and Grantee; and

C. The parties desire to establish a perpetual easement for the purpose of constructing, reconstructing, altering and maintaining the Improvements under, over, along, upon, and across the Property, as set forth in this Easement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a perpetual and non-exclusive easement (the “Easement”) on, over, under, and across the Property, for the purpose of constructing, reconstructing, altering, maintaining and using the Improvements. Grantee may do and perform all acts necessary to do so pursuant to and in accordance with this Easement. This Easement is a permanent easement.

2. Use of Property.

A. Grantee shall submit all engineering plans for the Improvements to the Property pursuant to this Easement to Grantor for its approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Grantee shall perform all work on the Property in a good and workmanlike manner, using qualified labor and quality materials. Grantee shall coordinate and schedule all such work with Grantor. Grantor

may inspect such work to assure conformance to the Grantor's standards. Grantee shall be responsible, at its sole cost, for maintaining all improvements to the Property made pursuant to this Easement after approval and acceptance to standards approved by Grantor.

B. Grantor agrees not to use the Property for any purpose inconsistent with, or to otherwise interfere with, the rights granted by this Easement. Grantor shall retain the right of ingress and egress over any portion of the Property used for a driveway. Grantor agrees that no building, structure, or sign shall be placed in, on or within the Property without the prior consent of Grantee, which consent shall not be unreasonably withheld, conditioned or delayed.

3. Indemnity. Grantee shall indemnify and save Grantor harmless from and against any and all claims, liabilities, losses, damages, causes of action, costs and expenses, including attorney fees, which Grantor may incur as a result of or in any way connected with the activities of Grantee, its officers, employees, agents, contractors, and invitees in connection with this Easement, or in connection with the acts or negligence of Grantee, its agents, employees or contractors.

4. Attested Accounts. Neither Grantor nor Grantee shall permit any attested accounts to be filed against the Property in connection with any construction, maintenance or repair work alleged to have been done by or through Grantor or Grantee. In the event that any such attested accounts shall be filed of record, the party alleged to have ordered the work for which the attested accounts shall have been recorded shall cause such lien to be removed of record by payment, bonding, or other lawful procedure within thirty (30) days after receipt of written notice of such attested accounts from the other party.

5. Failure to Maintain. If Grantee shall fail to repair or maintain the Property in accordance with the provisions of this Easement, and if such failure shall continue for thirty (30) days after Grantor gives notice thereof to Grantee, such thirty (30) day period to be extended as reasonably required if Grantee shall be acting with due diligence, Grantor shall have the right to go upon the Easement Parcel to perform such maintenance and repair. Grantee shall reimburse Grantor for the reasonable costs incurred as the result thereof within thirty (30) days following receipt of invoice. If any amounts owed to Grantor pursuant to this Easement shall not be paid within ten (10) days after they are due, Grantor shall be entitled to interest at the rate of eight percent (8%) per annum from the date such payment was due until the date received by Grantor.

6. Lawful Owner. Grantor covenants with Grantee, its successors and assigns, that Grantor is the true and lawful owner of the Easement Parcel, and is well seized of the same in fee simple, and has good right and full power to convey the easement set forth in this instrument.

7. Notices. Any notices required to be given to Grantor or Grantee shall be given by certified mail, return receipt requested, or by a national delivery service which obtains a receipt for delivery, at the address set forth in the first paragraph of this Easement, or to such other address as a party may designate from time to time by giving notice to the other party.

8. Successors and Assigns. The terms and conditions of this Easement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

9. Covenant Running With the Land. The terms and conditions of this Easement shall constitute a covenant running with the land, subject to any and all matters of record which affect title to the Property.

10. Miscellaneous. This Easement constitutes the entire agreement among the parties with respect to the subject matter, except as will be agreed with respect to traffic signal warrant, operation, and maintenance. The parties do not rely upon any statement, promise, or representation not herein expressed. This Easement may be amended only by an instrument in writing signed by the parties hereto. This Easement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. This Easement is governed by the laws of the State of Ohio.

*Remainder of Page Intentionally Left Blank
Signature Page Follows*

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____,
201_.

GRANTOR:

ORANGE VILLAGE

By: _____
Kathy U. Mulcahy, Mayor

And approved as to form:

Director of Law

GRANTEE:

By: _____

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, on this ____ day of _____, 201_, did personally appear ORANGE VILLAGE, an Ohio chartered municipal corporation by KATHY U. MULCAHY, its duly elected Mayor, who stated that she did sign the foregoing instrument in her capacity as Mayor, and the same was her and the Village's free act and deed.

Notary Public

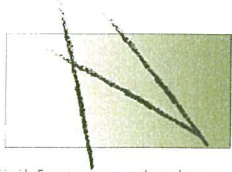
STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, on this ____ day of _____, 201_, did personally appear _____, an Ohio limited liability company, by _____, its _____, who stated that he did sign the foregoing instrument in his capacity as such Managing Member, and the same was his and the company's free act and deed.

Notary Public

***Remainder of Page Intentionally Left Blank
Exhibits Follow***

EXHIBIT A
(attached)



NEFF
& ASSOCIATES

Civil Engineers + Landscape Architects + Planners + Surveyors

Legal Description

Block "B-1"

File No. 13637-LD009

February 10, 2015

Page 1 of 1

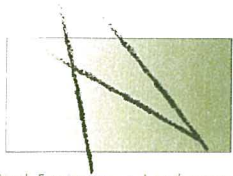
Situated in the Village of Orange, County of Cuyahoga, State of Ohio and known as being part of Block "B" in the Consolidation And Dedication Plat of a portion of Orange Place as shown by the recorded plat in Volume 315 of Maps, Pages 44-45 of Cuyahoga County Records, all of and more land being part of Original Orange Township, Lot No. 1, Tract No. 4 and is further bounded and described as follows:

Beginning at the Northwest corner of aforesaid Block "B" and the Southwest corner of Sublot No. 19 in the Walnut Hills Homestead, Unrecorded, and the place of beginning of the land herein described;

- Course 1 Thence North $89^{\circ}-38'-17''$ East, along the Northerly line of the aforesaid Block "B" and the Southerly line of said Sublot 19 in Walnut Hills Homestead, a distance of 436.56 feet;
- Course 2 Thence South $00^{\circ}-21'-40''$ East, a distance of 11.18 feet; to a point of curvature
- Course 3 Thence Southwesterly, along the arc of a curve deflecting to the right, a distance of 54.98 feet to a point of tangency. Said arc having a radius of 35.00 feet, a central angle of $90^{\circ}-00'-00''$ and a chord which bears South $44^{\circ}-38'-20''$ West, a distance of 49.50 feet;
- Course 4 Thence South $89^{\circ}-38'-20''$ West, a distance of 322.17 feet to a point of curvature on the Northerly right-of-way line for said Orange Place;
- Course 5 Thence Northwesterly, along the arc of a curve deflecting to the right and along the Northerly right-of-way line for said Orange Place, a distance of 79.85 feet to a point on the Westerly line of aforesaid Block "B". Said arc having a radius of 320.00 feet, a central angle of $14^{\circ}-17'-49''$ and a chord which bears North $83^{\circ}-12'-45''$ West, a distance of 79.64 feet;
- Course 6 Thence North $00^{\circ}-56'-44''$ West, along the Westerly line of aforesaid Block "B" a distance of 36.26 feet to the place of beginning and containing 0.4505 Acres (19,626 Square Feet) of land.

Be the same more or less, but subject to all legal highways and easements of record.

EXHIBIT B
(attached)



Legal Description

Block "C-1"

File No. 13637-LD010

February 10, 2015

Page 1 of 1

Situated in the Village of Orange, County of Cuyahoga, State of Ohio and known as being part of Block "B" and Block "C" in the Consolidation And Dedication Plat of a portion of Orange Place as shown by the recorded plat in Volume 315 of Maps, Pages 44-45 of Cuyahoga County Records and part of Vacated Pinecrest Drive as shown by the recorded plat in Volume 322, Page 5 of Cuyahoga County Records, all of and more land being part of Original Orange Township, Lot No. 1, Tract No. 4 and is further bounded and described as follows:

Beginning at a 1 ¼" iron pin monument at the intersection of the center line of Harvard Road (variable width) with the center line of Orange Place (variable width). Thence North 89°-39'-09" East, along said center line of Harvard Road, a distance of 101.56 feet to the intersection with the Southerly prolongation of the center line of Pine Crest Drive (60 feet wide) vacated. Thence North 00°-21'-40" West, along said Southerly prolongation, a distance of 64.00 feet to a point on the Northerly right of way line of said Harvard Road and the principal place of beginning of the land herein described;

- Course 1 Thence South 89°-39'-09" West, continuing along said Northerly right of way line of Harvard Road, a distance of 26.92 feet to a point on the Easterly right-of-way for Orange Place (Width Varies);
- Course 2 Thence Northwesterly, along the arc of a curve deflecting to the right and being the said Easterly right-of-way for Orange Place, a distance of 21.88 feet to a point of tangency. Said arc having a radius of 30.00 feet, a central angle of 41°-47'-48" and a chord which bears North 21°-15'-34" West, a distance of 21.40 feet;
- Course 3 Thence North 00°-21'-40" West, continuing along said Easterly right of way line of said Orange Place and the prolongation of, a distance of 345.91 feet to a point on the Southerly line of Sublot 30 in said Walnut Hills Homestead and Northerly line of Block "B" in the said Consolidation And Dedication Plat of a portion of Orange Place;
- Course 4 Thence North 89°-38'-20" East, along the Southerly line of said Sublot 30 in Walnut Hills Homestead and Northerly line of said Block "B", a distance of 34.56 feet to a point on the center line of said Pinecrest Drive, Vacated;
- Course 5 Thence South 00°-21'-40" East, along said center line of Pinecrest Drive, Vacated, a distance of 365.91 feet to the place of beginning and containing 0.2892 Acres (12,597 Square Feet) of land.

Be the same more or less, but subject to all legal highways and easements of record.

EXHIBIT C
(attached)

Legal Description
Easement Parcel
File No. 13637-LD008
February 10, 2015
Page 1 of 1

Situated in the Village of Orange, County of Cuyahoga, State of Ohio and known as being part of Orange Place (Width Varies) in the Consolidation And Dedication Plat of a portion of Orange Place as shown by the recorded plat in Volume 315 of Maps, Pages 44-45 of Cuyahoga County Records, all of and more land being part of Original Orange Township, Lot No. 10, Tract No. 2 and is further bounded and described as follows:

Beginning at a 5/8" iron pin at the Northwest corner of Sublot No. 19 in the Walnut Hills Homestead, Unrecorded, and the place of beginning of the land herein described;

- Course 1 Thence North 00°-56'-44" West, a distance of 1.66 feet;
- Course 2 Thence Northeasterly, along the arc of a curve deflecting to the left, a distance of 264.29 feet to a point on the Easterly right-of-way for said Orange Place and the Westerly line of a parcel of land conveyed to Rukshmani, Inc. by deed recorded in A.F.N. 199903150817 of Cuyahoga County Record. Said arc having a radius of 376.53 feet, a central angle of 40°-12'-57" and a chord which bears North 19°-22'-39" East, a distance of 258.90 feet;;
- Course 3 Thence South 00°-34'-50" East, along said Easterly right of way line of said Orange Place and the Westerly line of said Rukshmani, Inc. parcel, a distance of 245.55 feet to a point on the Northerly line of Sublot 19 in said Walnut Hills Homestead and a Southerly right-of-way line for said Orange Place;
- Course 4 Thence South 89°-39'-09" West, along the Northerly line of said Sublot 19 and a Southerly right-of-way line for said Orange Place, a distance of 88.36 feet to the place of beginning and containing 0.1593 Acres (6,937 Square Feet) of land.

Be the same more or less, but subject to all legal highways and easements of record.