

RESOLUTION NO. 2022-22
INTRODUCED BY: Mayor Bodnar

**AN EMERGENCY RESOLUTION
AUTHORIZING AND DIRECTING THE MAYOR AND PRESIDENT OF COUNCIL
TO ENTER INTO AN ACCESS AND RETAINING WALL EASEMENT WITH
PROGRESSIVE DIRECT INSURANCE CO.**

WHEREAS, Progressive Direct Insurance Co. (“Progressive”) constructed a retaining wall that encroaches onto Progressive Drive, also known as Peter B. Lewis Drive, that is a public way owned by the Village; and

WHEREAS, in order to provide consent for this encroachment and set forth the maintenance and other obligations of the parties, the Village desires to enter to an Access and Retaining Wall Easement with Progressive; and

WHEREAS, the Council deems it necessary and in the best interest to the health, safety and welfare of all Mayfield Village residents to enter into an Access and Retaining Wall Easement with Progressive for such purposes.

BE IT RESOLVED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

SECTION 1. The Council of Mayfield Village finds and determines that it is in the best interest on the Village to enter into an Access and Retaining Wall Easement with Progressive and authorizes and directs the Mayor and President of Council to execute the Access and Retaining Wall Easement attached hereto and incorporated herein as Exhibit “A”.


SECTION 2. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution pursuant to the Village’s Charter and Ordinances have been taken at open meetings of this Council; and that deliberations of this Council, and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of health, safety and welfare of the residents of Mayfield Village, Ohio, for the reason that it enables completion of necessary time sensitive improvements. It shall, therefore, take effect immediately upon the passage by the affirmative vote


of not less than five (5) members elected to Council and approved by the Mayor or otherwise at the earliest time allowed by law.

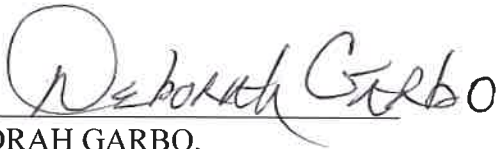

STEPHEN SCHUTT
Council President

First Reading: April 18, 2022
Second Reading: Suspended, 2022
Third Reading: Suspended, 2022
PASSED: April 18, 2022


BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:


DIANE A. CALTA, Esq.,
Director of Law

ATTEST: 
DEBORAH GARBO,
Acting Clerk of Council

ACCESS AND RETAINING WALL EASEMENT

This ACCESS AND RETAINING WALL EASEMENT (“Easement”) is made as of the 29 day of MARCH, 2022, (“Effective Date”) by and between MAYFIELD VILLAGE, OHIO, an Ohio Municipal Corporation located at 6622 Wilson Mills Road, Mayfield Village, Ohio 44143-3499 (“Grantor”), and PROGRESSIVE DIRECT INSURANCE CO., an Ohio Corporation with an address at 6300 Wilson Mills Road, Mayfield Village, Ohio 44143-3499 (“Grantee”), under the following circumstances:

RECITALS

- A. Grantor is the owner of certain real property known as Progressive Drive located in the Village of Mayfield, County of Cuyahoga, State of Ohio, and is more particularly depicted in the Dedication Plat of Progressive Drive attached hereto as Exhibit “A” (“Grantor’s Property”);
- B. Grantee is the owner of certain real property adjacent to and east of Grantor’s Property located at 6300 Wilson Mills Road, Mayfield Village, Ohio, and is more particularly described in the legal description attached hereto as Exhibit “B” (“Grantee’s Property”);
- C. Grantor desires to grant an exclusive easement over and across a portion of Grantor’s Property as shown on Exhibit “C” attached hereto and more particularly described in the legal description attached hereto as Exhibit “D” (collectively the “Easement Area”) to permit Grantee to maintain and continue the location of a retaining wall.

NOW THEREFORE, in consideration of the performance and observance of the conditions hereinafter contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Grantor and Grantee agree as follows:

1. Grant of Easement. Grantor grants, with limited warranty covenants, to Grantee a perpetual, exclusive easement for the installation, location and future maintenance of a retaining wall in the Easement Area located on Grantor’s Property.

2. Other Consistent Uses. Grantor reserves the right to use the Easement Area for any purposes not inconsistent with rights granted by this Easement.

3. Title. Grantor covenants with Grantee that Grantor is the owner of the Easement Area described above and has full power to convey the rights conveyed by this Easement. Grantor warrants and will defend the same against the claims of all persons, subject, however, to: (a) all legal highway; (b) easements, covenants and restrictions of record; (c) real estate taxes and assessments not yet due and payable; and, (d) zoning, building and other applicable laws, codes and regulations.

4. Maintenance Obligations.

- (a) Grantee shall be solely responsible, at its cost and expenses, for the maintenance, repair and replacement of the retaining wall located in the Easement Area.
- (b) The Grantor shall be solely responsible, at its sole cost and expense, for the maintenance, repair and replacement of any improvements located on Grantor's Property, inclusive of Progressive Drive but exclusive of the Easement Area.

5. Default and Remedies.

- (a) In the event of any default by either the Grantor or Grantee under the terms of this Easement and following thirty (30) days written notice from the non-defaulting party to the defaulting party specifying such default, the non-defaulting party shall be entitled to exercise all remedies available at law or equity, including specific performance. In the event that either party exercises its rights under this Paragraph 5, the defaulting party shall promptly reimburse the non-defaulting party for the actual, reasonable costs incurred by the non-defaulting party in the exercise of such rights.
- (b) In the event of default beyond any applicable grace or cure period, such default shall permit the non-defaulting party to terminate this Easement in accordance with the process set forth in this Paragraph.

6. Covenants Running with the Land. The provisions of this Easement, all of the covenants set forth, are intended to be and shall be construed as covenants running with the land and shall be binding upon and inure to the benefit of the Grantor's Property, respectively, as the case may be, and also upon Grantor and Grantee and their respective successors and assigns. This Easement may be amended only by a written in recordable form executed and acknowledged by the fee owners of Grantor's Property and Grantee's Property.

7. Indemnity and Insurance. Grantee agrees to indemnify, defend and save the Grantor free and harmless from and against any damage, loss or liability for the injury to or death of person and/or loss of damage to Grantor's Property occasioned by, growing out of, or arising or resulting

from Grantee's use of the Easement Area, Grantee's default hereunder or from any other act or omission of Grantee, its agents or employees in the Easement Area. Grantee shall also, at its sole cost and expense, carry public liability insurance with at least One Million Dollars (\$1,000,000.00) property damage limits, with the Grantor named as an additional insured, and which policy shall provide that the same may not be canceled or terminated except upon at least ten (10) days prior written notice to the Grantor, and a copy of such policy or certificate thereof shall be provided to Grantor on Grantor's written request. Grantee shall be entitled to satisfy its insurance obligations hereunder by any combination of primary insurance, umbrella insurance and/or self-insurance.

8. Mechanic's Liens and Other Liens. If, because of any act or omission (or alleged act or omission), of Grantee, any mechanic's or other lien, charge, or order for the payment or any other encumbrances shall be filed against the Grantor's Property (whether or not such lien, charge, order or encumbrance is valid or enforceable as such) Grantee shall, at its sole cost and expense, cause the same to be discharged of record or bonded within thirty (30) days after notice to Grantee of the filing thereof; and Grantee shall indemnify, defend and save harmless the Grantor and/or the Grantor's Property from and against any and all costs, liabilities, suits, penalties, claims, losses, damages, demands and expenses (including attorneys' fees and court costs), resulting from or in any way connected therewith. In the event Grantee fails to comply with the foregoing provisions of this Paragraph, and fails to cure within thirty (30) days following notice to Grantee of the filing of such lien, in addition to any other remedies the Grantor may have under this Easement or at law or in equity, the Grantor shall have the options of discharging or bonding any such lien, charge, or encumbrance by payment or otherwise, and Grantee agrees to reimburse the Grantor on demand for all actual, reasonable costs, expenses and other sums of money incurred by the Grantor in connection therewith. The obligations of Grantee pursuant to this Paragraph shall survive the termination or expiration of this Easement.

9. Notices. Any notice required or permitted to be given to Grantee hereunder shall be sufficiently given if in writing, addressed to Grantee, and personally delivered or mailed postage pre-paid by certified or overnight mail, return receipt requested, to such address as Grantee may from time to time designate in writing, or in the absence of designation, to the address set forth above. Any notice required or permitted to be given to the Grantor hereunder shall be sufficiently given if in writing, addressed to the Grantor, and personally delivered or mailed postage pre-paid by certified or overnight mail, return receipt requested, to such address as the Grantor may from time to time designate in writing, or in the absence of designation, to the address set forth above.

10. Miscellaneous.

(a) Nothing herein contained shall be construed as a partnership agreement or to constitute the parties as partners with respect to the Easement or to establish a principal and agent relationship between parties or to constitute a joint venture.

- (b) As used herein, the Grantee shall refer to the Grantee as the owner and its successors and assigns, including specifically, any transferee of Grantee who shall automatically, by acceptance of the title of Grantee's Property or portion thereof, be deemed (i) to be a successor to Grantee, (ii) to have assumed all obligations hereof relating thereto and thereafter accruing, and (iii) to have agreed to execute any and all instruments and to do any and all things reasonably required to carry out the intention of the provisions hereof; but (x) nothing herein contained shall be deemed to relieve the Grantee from its obligations under this Easement that shall have accrued prior to such transfer. Each transferee of Grantee's Property shall be deemed to have assumed the obligations accruing after such transfer imposed on such transferor and such transferor shall upon the completion of such transfer be relieved of all future liability that accrues following the date of transfer.
- (c) As used herein, the term Grantor shall refer to the Grantor and its successors and assigns, including specifically, any transferee of any part of the Grantor's Property who shall automatically, by acceptance of the title of Grantor's Property or portion thereof, be deemed (i) to be a successor to the Grantor, (ii) to have assumed all obligations hereof relating thereto and thereafter accruing, and (iii) to have agreed to execute any and all instruments and to do any and all things reasonably required to carry out the intention of the provisions hereof; but nothing herein contained shall be deemed to relieve the transferor of the Grantor's Property from its obligations under this Easement that shall have accrued prior to such transfer. Each transferee of the Grantor's Property or any part thereof shall be deemed to have assumed the obligations accruing after such transfer imposed on such transferor and such transferor shall upon the completion of such transfer be relieved of all future liability that accrues following the date of transfer with respect to the portion of the Grantor's Property so conveyed.
- (d) This Easement shall be governed by and construed in accordance with the laws of the State of Ohio.
- (e) All exhibits to this Easement are incorporated into this Easement as if fully rewritten herein.
- (f) The easements, covenants and restrictions establish and created by this Easement shall not merge or be otherwise impaired or affected by reason of the common ownership of all or any portion of the parcels benefitted or burdened by this Easement.
- (g) The Paragraph headings herein are for convenience and reference only and in no way define or limit the scope of the Easement or in any way affect its provisions.
- (h) If any provisions of this Easement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this

Easement, or the application of such provision, or portion thereof, to any other persons or circumstances shall not be affected thereby and each provision of this Easement shall be valid and enforceable to the fullest extent permitted by law.

- (i) Whenever required by the context of this Easement, (i) the singular shall include the plural, and vice versa, and the masculine shall include the feminine and the neuter genders, and vice versa; and (ii) use of the words “including”, “such as”, or words of similar import, when following any general term, statement or matter shall not be construed to limit such statement, term or matter to specific items, whether or not language of non-limitation, such as “without limitation”, or “but not limited to”, are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest scope of such statement, terms or matter, and shall be construed as terms of illustration, not terms of limitation.
- (j) Each party, respectively, hereby represents and warrants that it has the authority to enter into this Easement and that all necessary actions have been taken to authorize each party to execute this Easement. Each person signing on behalf of a party individually warrants his or her authority to do so and individually warrants that the party on whose behalf he or she is signing has taken all necessary actions to authorize the execution of this Easement.
- (k) The recitals contained in this Easement are incorporated in this Easement as if fully rewritten herein.
- (l) This Easement may be executed in two counterparts, each of which shall be considered an original, but such counterparts shall constitute one and the same instrument.

[The remainder of this page is intentionally blank. Signatures found on the next page.]

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first written above.

GRANTOR:

MAYFIELD VILLAGE, OHIO,
an Ohio Municipal Corporation



BRENDA T. BODNAR
MAYOR



STEPHEN SCHUTT
PRESIDENT OF COUNCIL

APPROVED AS TO LEGAL FORM:



Diane A. Calta
Director of Law

STATE OF OHIO)

COUNTY OF Cuyahoga)

SS:

On this 18th day of April, 2022, before me, a Notary Public, in and for said County and State, personally appeared Mayfield Village, Ohio, by Brenda T. Bodnar, its Mayor and Stephen Schutt, its President of Council, duly authorized officials of the Grantor, in the foregoing document, executed this Easement and acknowledged the signing thereof to be their voluntary act and deed.

This is an acknowledgement certificate; no oath or affirmation was administered to the signers with regard to this notarial act.



Notary Public

GRANTEE:

PROGRESSIVE DIRECT INSURANCE CO.
an Ohio corporation

By: Adam

Printed Name: ADAM BRADFORD

Its: VP

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

SS:

BEFORE ME, a Notary Public in and for said County and State, appeared the above-named ADAM BRADFORD, the Vice President of Progressive Direct Insurance Company, an Ohio corporation, who acknowledged that s/he did sign the foregoing instrument and that the same is her/his free act and deed, individually and on behalf of the corporation. This is an acknowledgement clause; no oath or affirmation was administered to the signer or signers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Highland Heights, Ohio, this 29th day of MARCH, 2022.

Geraldine Zackery
Notary Public



GERALDINE ZACKERY
Notary Public
State of Ohio
My Comm. Expires
August 3, 2026

This Instrument Prepared By:
Diane A. Calta, Esq.
Mansour Gavin LPA
1001 Lakeside Avenue, Suite 1400
Cleveland, Ohio 44114

EXHIBIT "A"
Dedication Plat of Progressive Drive
Grantor's Property

DEDICATION PLAT OF PROGRESSIVE DRIVE

Vol. 89
619709
214102
F-21489

CURVE DATA

- ① R = 3500'
Δ = 90°00'00"
A = 54.83'
C = 1485.04'-00"E
T = 3500'
- ② R = 7100'
Δ = 45°40'50"
A = 42.87'
C = 5914.18'E
- ③ R = 2400'
Δ = 81°00'38"
A = 61.80'
C = 1414.06'-14'E
- ④ R = 28100'
Δ = 49°44'18"
A = 268.11'
C = 235.60'
C = 1484.46'-07"E
- ⑤ R = 3500'
Δ = 90°00'00"
A = 54.83'
C = 1485.04'-00"E
T = 3500'

Records at 214-11894
Records at 214-11894
1-217115
Vol. 214 B L
Frank A. Power
Cuyahoga County Engineer

ACCEPTANCE - DEDICATION
At The Unincorporated Township of Lakewood, Ohio, on the 1st Day of May, 1968, I, the undersigned, County Engineer of Cuyahoga County, Ohio, do hereby accept the dedication of Progressive Drive, as shown on the plat hereon attached, as a public use, for the purpose of the same, in accordance with the provisions of the laws of the State of Ohio, Chapter 551, General Code, Ohio Revised Code, 1962.

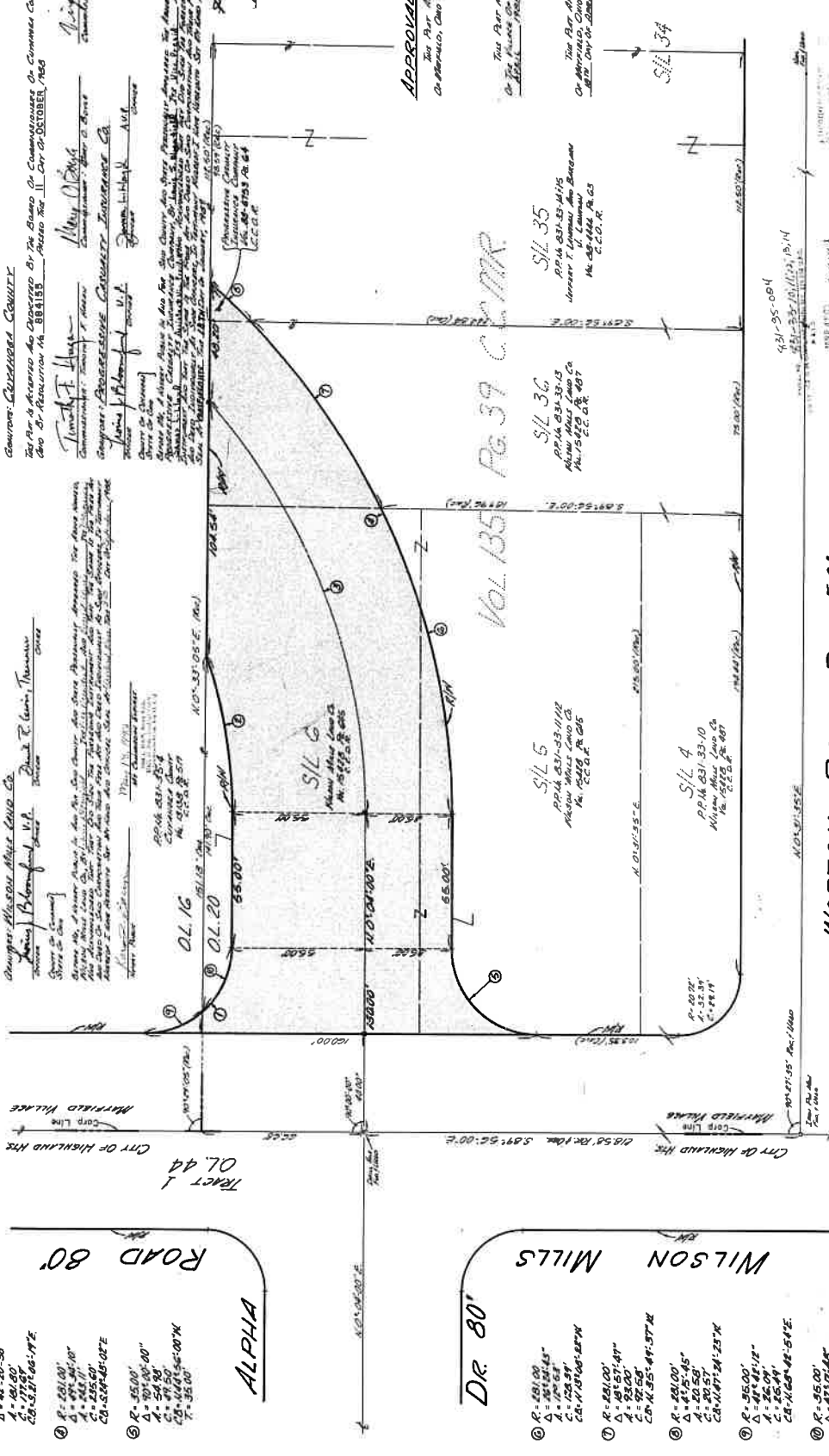
Engineer: **Walter Miller, Esq.**
Name: **Walter Miller, Esq.**
Address: **11111 Lakewood Blvd., Lakewood, Ohio 44130**

COMMISSIONERS' COURT
The Plat is Accepted and Approved by the Board of Commissioners of Cuyahoga County, Ohio, at its Regular Session on the 11th Day of October, 1968.

Commissioner: **James F. Hugg**
Commissioner: **May O'Neil**
Commissioner: **Thomas E. Brown**
Commissioner: **James E. Brown**

Approved By:
Dedicated to the Use of the Public for Progressive Drive and to be known as Progressive Drive, as shown on the plat hereon attached, as a public use, for the purpose of the same, in accordance with the provisions of the laws of the State of Ohio, Chapter 551, General Code, Ohio Revised Code, 1962.

Western Reserve Engineering & Surveying Co.
DIVISION OF W.R.E. CORPORATION
180 MADISON ROAD, CLEVELAND, OHIO 44111 (788-2000)



APPROVALS
The Plat Approved by the Engineer of the State of Ohio, Ohio State Surveyor, on the 11th Day of October, 1968.
John J. Hennessey
Surveyor

The Plat Approved by the Planning Commission of the City of Lakewood, Ohio, on the 11th Day of October, 1968.
James J. Hennessey
Secretary

The Plat Approved by the Council of the Mayor of Lakewood, Ohio, on the 11th Day of October, 1968.
James J. Hennessey
Secretary

Vol. 135 Pg. 39 C. 21489

931-95-004
931-95-001, 002, 003, 004, 005, 006, 007, 008, 009, 010, 011, 012, 013, 014, 015, 016, 017, 018, 019, 020, 021, 022, 023, 024, 025, 026, 027, 028, 029, 030, 031, 032, 033, 034, 035, 036, 037, 038, 039, 040, 041, 042, 043, 044, 045, 046, 047, 048, 049, 050, 051, 052, 053, 054, 055, 056, 057, 058, 059, 060, 061, 062, 063, 064, 065, 066, 067, 068, 069, 070, 071, 072, 073, 074, 075, 076, 077, 078, 079, 080, 081, 082, 083, 084, 085, 086, 087, 088, 089, 090, 091, 092, 093, 094, 095, 096, 097, 098, 099, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 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799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

EXHIBIT "B"
Description of
Grantee's Property

6300 Wilson Mills Road
Mayfield Village, Cuyahoga County, OH

Parcel No. 831-35-004

Situated in the Village of Mayfield, County of Cuyahoga and State of Ohio: and known as being a part of Original Mayfield Township Lot No. 16, Tract No. 2, further bounded and described as follows:

Beginning at a point in the Southerly line of Wilson Mills Road (width varies), said point also being the Southerly line of land conveyed to the Board of County Commissioners of Cuyahoga County, for the widening of said Wilson Mills Road, by deed dated April 27, 1960, as recorded in Volume 9932, Page 313 of Cuyahoga County Map Records, at its intersection with the Westerly line of said Original Lot. No. 16;

Thence due East, along said Southerly line of Wilson Mills Road, 101.98 feet to an angle point;

Thence South 87° 23' 23" East, continuing along said Southerly line of Wilson Mills Road, 329.37 feet to an angle point;

Thence due East, continuing along said Southerly line of Wilson Mills Road, 57.27 feet to a point therein;

Thence due South, along the Westerly Limited Access line of Interstate Route 271, the centerline survey for which is recorded in Volume 178, Page 31 of Cuyahoga County Map Records, a distance of 20.00 feet to a point therein, thence South 20° 06' 40" East along the Westerly Limited Access line of Interstate Route 271 a distance of 663.76 feet to an angle point;

Thence South 13° 13' 57" East, continuing along said Westerly Limited Access line of Interstate Route 271, 549.23 feet to a point therein;

Thence North 89° 30' 16" West, 852.52 feet to a point in the aforementioned Westerly line of said Original Lot No. 16, said point also being the Easterly line of Dr. F. A. Sowin's Subdivision, as recorded in Volume 135, Page 39 of Cuyahoga County Map Records;

Thence North 00° 29' 44" East, along said Westerly line of Original Westerly line of Original Lot No. 16 and along the Easterly line of Dr. F. A. Sowin's Subdivision, 1,185.61 feet to the place of beginning.

Parcel No. 831-35-005

Situated in the Village of Mayfield, County of Cuyahoga and State of Ohio and known as being a part of Original Mayfield Township Lot No. 16, Tract 2, further bounded and described as follows:

Beginning at a point in the Southerly line of Wilson Mills Road (width varies), said point also being the Southerly line of land conveyed to the Board of County Commissioners of Cuyahoga County, for the widening of said Wilson Mills Road, by deed dated April 27, 1960 as recorded in Volume 9932, Page 313 of the Cuyahoga County Map Records, at its intersection with the Westerly line of said Original Lot No. 16; thence S-00° 29' 44"-W, along said Westerly line of Original Lot No. 16 and along the Easterly line of Dr. F. A. Sowin's Subdivision, as recorded in Volume 135, Page 39 of the Cuyahoga County Map Records, 1,185.61 feet to a point therein and the principal place of beginning;

Thence S-89° 30' 16"-E, 852.52 feet to a point in the Westerly Limited Access line of Interstate Route 271, the center line survey for which is recorded in Volume 178, Page 31 of the Cuyahoga County Map Records;

Thence S-13° 13' 57"-E, along said Westerly Limited Access line of Interstate Route 271, 942.57 feet to a point therein, said point also being the Southerly line of the aforementioned Original Lot No. 16;

Thence N-89° 59' 40"-W, along said Southerly line of Original Lot No. 16 and along the Northerly line of Worton Park Estates Subdivision as recorded in Volume 194, Page 19 of Cuyahoga County Map Records, 1,076.25 feet to the Southwest corner thereof;

Thence N-00° 29' 44"-E, along the aforementioned Westerly line of Original Lot No. 16 and along the Easterly line of Worton Park Subdivision as recorded in Volume 151, Page 11 of the Cuyahoga County Map Records and along the aforementioned Easterly line of Dr. F. A. Sowin's Subdivision, 924.85 feet to the principal place of beginning and containing 20.385 acres, be the same more or less but subject to all legal highways and easements of record.

EXHIBIT "C"

Sketch of the Retaining Wall Encroachment Easement Area



NORTH

MAYFIELD VILLAGE, OHIO PETER B. LEWIS DRIVE RETAINING WALL EASEMENT EXHIBIT



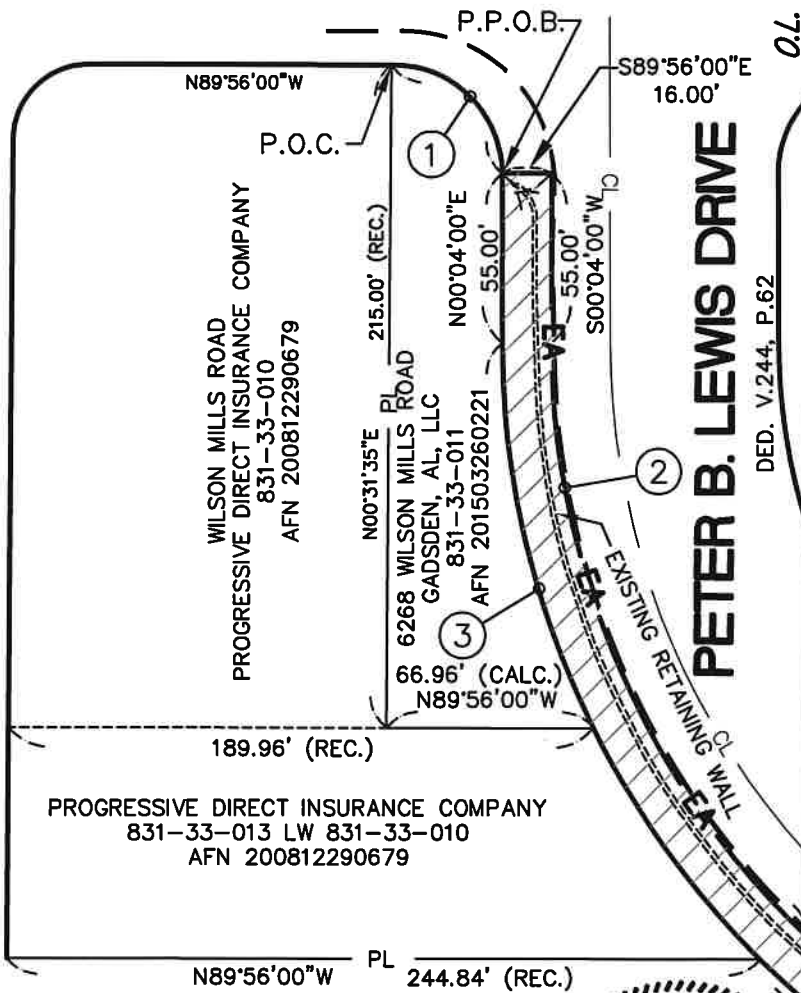
WISLON MILLS ROAD (80')

CITY OF HIGHLAND HEIGHTS
MAYFIELD VILLAGE

ALPHA DRIVE

O.L. 44
TRACK 1

WORTON BLVD. (50')

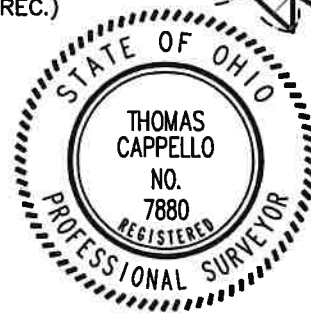


WILSON MILLS ROAD
PROGRESSIVE DIRECT INSURANCE COMPANY
831-33-010
AFN 200812290679

6268 WILSON MILLS ROAD
GADSDEN, AL, LLC
831-33-011
AFN 201503260221

PROGRESSIVE DIRECT INSURANCE COMPANY
831-33-013 LW 831-33-010
AFN 200812290679

CURVE #1	CURVE #2	CURVE #3
R=35.00'	R=265.00'	R=281.00'
A=54.98'	A=215.57'	A=243.11'
Δ=90°00'00"	Δ=46°36'32"	Δ=49°34'14"
T=35.00'	T=114.15'	T=129.75'
C=49.50'	C=209.68'	C=235.60'
S44°56'00"E	S23°14'16"E	N24°43'07"W



SCALE: 1"=60'
DATE: 03/08/2022
JOB NO. 21-136

STEPHEN HOVANCSEK & ASSOCIATES
CONSULTING ENGINEERS
Two Merit Drive Richmond Heights, Ohio
(216) 731-6255

EXHIBIT "D"
**Legal Description of
the Easement Area**



STEPHEN HOVANCSEK & ASSOCIATES, INC.

Consulting Engineers & Planners

TWO MERIT DRIVE • RICHMOND HEIGHTS, OHIO 44143

(216) 731-6255

FAX NO: (216) 731-4483

**LEGAL DESCRIPTION
RETAINING WALL MAINTENANCE EASEMENT
WEST SIDE OF PETER B. LEWIS DRIVE**

Situated in the Village of Mayfield, County of Cuyahoga and State of Ohio and known as being a part of Original Mayfield Township Lot No. 20, Tract No. 2 and also being part of the public right-of-way of Progressive Drive (aka Peter B. Lewis Drive) has recorded in Volume 244 of Maps, Page 62 of Cuyahoga County Record Plats, and being further bounded and described as follows:

Commencing in the Southerly line of Wilson Mills Road, 80 feet wide, at the Northeasterly corner of the land conveyed to Progressive Direct Insurance Company by deed recorded in AFN 200812290679 of Cuyahoga County Records; Thence Southeasterly along a curved turnout, of said Progressive Drive Westerly right-of-way, deflecting to the right an arc distance of 54.98 feet to a point, said curved line having a radius of 35.00 feet and a chord which bears South 44°56'00" East, 49.50 to the principal place of beginning of the parcel of land herein described;

Thence South 89°56'00" East, a distance of 16.00 feet to a point;

Thence South 00°04'00" West, a distance of 55.00 feet to point;

Thence Southeasterly along a curved turnout deflecting to the left an arc distance of 215.57 feet to a point, on the easterly line of said Progressive Drive, said curved line having a radius of 265.00 feet and a chord which bears South 23°14'16" East, 209.68 feet;

Thence South 00°33'05" West, along said easterly line of said Progressive Drive, a distance of 21.33 feet to a point;

Thence Northwesterly along a curved turnout deflecting to the right, said curved line being the Westerly right-of-way line of said Progressive Drive, an arc distance of 243.11 feet to a point, said curved line having a radius of 281.00 feet and a chord which bears North 24°43'07" West, 235.60 feet;

Thence North 00°04'00" East, along said Westerly line of Progressive Drive, a distance of 55.00 feet to the principal place of beginning and containing 0.1045 acres (4,550 square feet) of land as described by Stephen Hovancsek & Associates, Inc., in March, 2022 under the direction of Thomas Cappello, Registered Surveyor No. 7880, State of Ohio, be the same more or less but subject to all legal highways.

The basis of bearing for this description being as established in the Dedication Plat of Progressive Drive (aka Peter B. Lewis Drive), as recorded in Volume 244 of Maps, Page 62 of Cuyahoga County Records.