

SEWER EASEMENT
CITY OF NORTH ROYALTON
CUYAHOGA COUNTY, OHIO

KNOW ALL MEN BY THESE PRESENTS, That Robert J. Matusek, Jr. and Sherry L. Matusek, the Grantors herein, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, do grant and release to the City of North Royalton, Cuyahoga County, Ohio, its successors, assigns, employees and/or agents the right to construct, repair, replace, relay, maintain, operate, inspect, and remove sewers and necessary appurtenances thereto, and forever to have and to hold such rights for the purposes and under the conditions herein set forth across that certain portion of real estate located in the City of North Royalton, Cuyahoga County, Ohio, and further described as follows:

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio and known as being located within Sublot No. 7 in the North Boston Subdivision, Phase I, of part of Original Royalton Township Lot 5, as shown by the Recorded Plat in Volume 265 of Maps, Page 52 of Cuyahoga County Records, bounded and described as follows:

Beginning at the Northeasterly corner of said Sublot No. 7, in the North Boston Subdivision, Phase I;

Thence South 00-15-22 East, 15.00 feet to a point;

Thence South 76-39-26 West, 76.73 feet to a point;

Thence South 71-36-24 West, 140.33 feet to a point in the right-of-way of the Beckenham Road cul-de-sac;

Thence by the arc of a curve deflecting to the left, 7.52 feet to the Northerly Line of said Sublot No. 7, said arc having a radius of 60.00 feet and chord bearing North 14-48-11 West, 7.52 feet;

Thence North 71-36-24 East, 220.96 feet to the Northeasterly corner of said Sublot No. 7 and the Principal Place of Beginning, containing 0.04 acres (1914.77 s.f.) of the Cuyahoga County Auditor's Parcel Number 484-24-080.

Exhibit A attached and incorporated herein.

The said Grantors to fully use and enjoy the premises, except for the purposes granted to the said Grantee. Grantors shall not construct nor permit to be constructed any structures or obstructions on or over the easement area described above that will interfere with the construction, maintenance or operation of said sewers or appurtenances constructed hereunder, and will not change the grade over said sewers except that Grantors and Grantees acknowledge the existence of a fence and water sprinkling system, which

structure or sprinkler system shall be permitted to remain in their respective present location as of the date of the execution of this easement. Grantors and Grantee expressly agree that Grantors may repair and/or replace the fence and water sprinkler system as necessary. Notwithstanding the foregoing restrictions and prohibitions, Grantors may make any of the uses or do any of the things to the foregoing premises, which are not inconsistent with Grantee's purposes and/or use and with the express written consent of the Grantee, which consent shall not be unreasonable withheld, conditioned or delayed.

This Grant is made on the express condition that Grantee shall promptly repair and/or replace any of Grantors' property to its prior condition, including, but not limited to buildings, fences and sprinkler systems, that are damaged or destroyed by the construction, maintenance, repair, replacement, operation, inspection and/or removal of the sewers and/or Grantee's use of Grantors' property. Grantee further agrees that it will cause the sewers to operate in a good and workmanlike manner and will periodically inspect the sewers and promptly repair and/or replace the sewers as necessary. Grantee agrees to repair and/or replace any of Grantors' property to its prior condition, including, but not limited to buildings, fences and sprinkler systems, damaged by Grantee or its employees or agents while accessing sewer easement.

Grantee does for itself and for its successors and assigns, agents and employees, further agrees to defend, indemnify, and hold Grantors and their heirs and assigns harmless from and against any and all causes of action, claims, liabilities, and or damages arising from, or in any way relating to the construction, maintenance, repair, replacement, operation, inspection and/or removal of the sewers.

IN WITNESS WHEREOF, the said Robert J. Matusek, Jr. and Sherry L. Matusek, who hereby release their right of dower in the premises, have set their hands on this 25th day of August, 2008.

Signed and acknowledged
In the presence of:

Linda Cloonan
Notary

by: Robert Matusek Grantors
by: Sherry Matusek

State of Ohio)
) SS:
County of Cuyahoga)

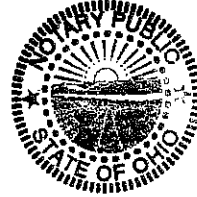
BE IT REMEMBERED, that on this 25th day of August, 2008, before me, the subscriber, a Notary Public, in and for said County personally came the above named Robert & Sherry Matusek Grantors in the foregoing deed of easement and acknowledged the signing of the same to be their voluntary act and deed for the purposes and uses therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed
my official seal on the day and year last aforesaid.

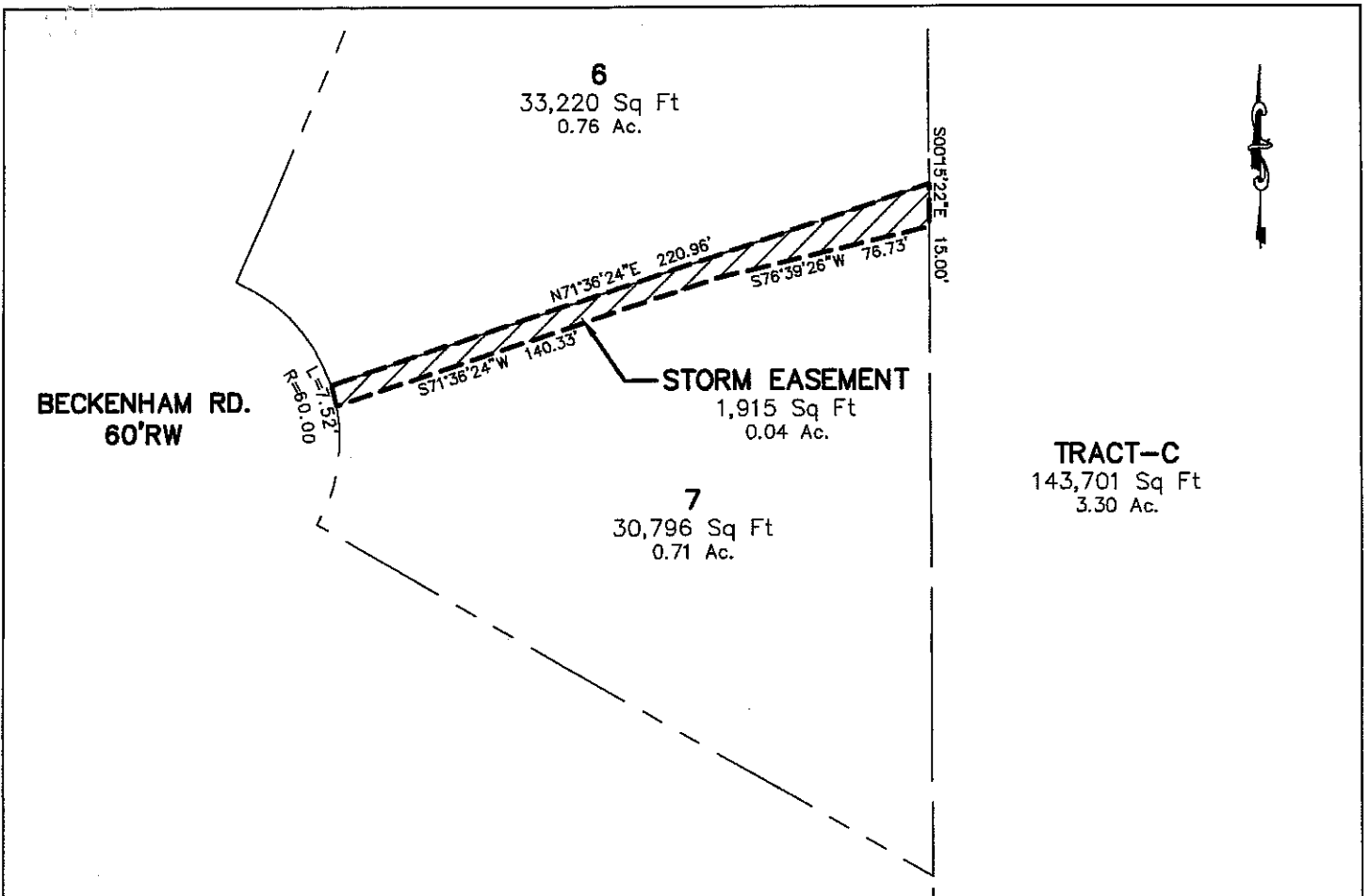
Linda Cloonan

Notary Public

My Commission Expires:



LINDA K. CLOONAN
Notary Public - State of Ohio
My Commission Expires Nov. 6, 2012



Legal Description of a Storm Sewer Easement Across
 Sublot No. 7 (11759 Beckenham Road)
 North Royalton, Ohio

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RICHARD L. BOWEN AND ASSOCIATES INC.
 13000 SHAKER BOULEVARD, CLEVELAND, OHIO 44120
 (216) 491-8300 -- FAX 491-8053

RLB+A JOB#
 6902.02

SCALE 1"=60'

ISSUED FOR
 MATUSEK PARCEL

EXHIBIT A
 NORTH ROYALTON, OHIO
 111759 BECKENHAM RD.