

740383

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EASE (13)
\$34.00

EASEMENT

THIS EASEMENT AGREEMENT, dated the 1ST day of April, 1998, by and between **BULKLEY HOLDINGS, INCORPORATED**, a duly authorized and existing Ohio Corporation ("Grantor") and **PATRICK MEDIA GROUP, INC., fka PATRICK REALTY CORP.**, a Delaware Corporation ("Grantee"). The following statements are a material part of this Easement Agreement.

A. Grantor is the purchaser of a tract of land described as Permanent Parcel No. 003-12-009 as such parcel is more fully detailed on the plot map attached hereto and incorporated herein as **EXHIBIT "A"** ("Grantor's Property"). The following is a legal description of Grantor's Property resulting from a Stake Survey performed by McCay Engineering and Surveying Company on or about January 26, 1998:

983517

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio and being part of Sublot No. 2 in the Belden Seymore Allotment of part of original Brooklyn Township Lot No. 51 as shown by the recorded plat in Volume 3, Page 38 of Cuyahoga County Map of Records and further described as follows:

Beginning on the Northerly right-of-way of Detroit Avenue (66 feet wide) and the Southwesterly corner of Sublot 2 as aforesaid:

Thence North 00° 26' 14" West along the Westerly line of Sublot 2, 129.00 feet;

Thence North 80° 51' 45" East, 39.66 feet to a point in the Easterly line of Sublot 2, said point being distant 50° 26' 14" East, 6.00 feet from the Northeasterly corner of Sublot 2;

Thence South 00° 26' 14" East, 121.67 feet to the Northerly right-of-way of Detroit Avenue (66 feet wide);

Thence South 70° 47' 05" West along the Northerly right-of-way of Detroit Avenue (66 feet wide), 41.41 feet to the point of beginning and containing 4913.59 square feet of land.

(2)

B. Grantee is the owner of a high-rise standard with attached outdoor display sign located on a tract of land contiguous to grantor's Property and further described as Permanent Parcel No. 003-12-008 as such parcel is more fully detailed as shown on Exhibit "A" ("Contiguous Property"). The following is a legal description of the Contiguous Property:

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio and known as being part of Sublot No. 3 in H. Foote Allotment of part of Original Brooklyn Township Lot No. 51, as shown by the recorded plat in

Volume 3 of Maps, Page 38 of Cuyahoga County Records, bounded and described as follows:

Beginning at a point in the Westerly line of said Sublot No. 3, distant Northerly measured along the Westerly line of said Sublot, 96.90 feet from the Northwesternly line of Detroit Avenue, N.W., which beginning point is at the Southeasterly corner of an alley (10 feet wide):

Thence Northerly along the Westerly line of said Sublot, 57.42 feet to the Northwesternly corner thereof;

Thence Easterly along the Northerly line of said Sublot No. 3, 39.21 feet to the Northeasterly corner thereof;

Thence Southerly along the Easterly line of said Sublot No. 3, 57.42 feet;

Thence Westerly at right angles to the Westerly line of said Sublot No. 3, 39.21 feet to the place of beginning, according to the survey of Charles W. Root, Registered Professional Engineer and Surveyor, as appears by said plat, be the same more or less, but subject to all legal highways.

Excepting therefrom that part of the above described premises conveyed to the State of Ohio, be Deed dated March 17, 1987 and recorded in Volume 87-1632, Page 27 of Cuyahoga County Records and further described as follows:

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio, and known as being part of Sublot No. 3 in H. Foote Allotment of part of original Brooklyn Township Lot No. 51 as shown by the recorded plat in Volume 3, Page 38 of Cuyahoga County Map of Records bounded and described as follows:

Beginning at a point in the Westerly line of said Sublot No. 3 a distance North $0^{\circ} 26' 16''$ what measured along the Westerly line of said Sublot 96.90 feet from the Northwesternly line of Detroit Avenue N.W., which point is at the Southeasterly corner of an alley (10 feet wide);

thence North $0^{\circ} 26' 14''$ West, along said Westerly line of said Sublot, a distance of 34.42 feet to the Principal Place of Beginning;

thence North $89^{\circ} 33' 46''$ East, along the Northerly line of said Sublot No. 3, a distance of 39.21 feet to the Northeasterly corner of said Sublot No. 3;

thence South 0° 26' 14" East along the Easterly line of said Sublot No. 3 a distance of 12.00 feet to a point;

thence South 80° 51' 45" West, a distance of 39.66 feet to the Principal Place of beginning, containing 568 square feet, more or less

C. Grantor wishes to grant and Grantee wishes to receive perpetual easement rights in, to, upon and over a portion of Grantor's Property in order to allow Grantee access to and from its outdoor display sign located on the Contiguous Property and access for its electrical service to its sign(s).

NOW, THEREFORE, in consideration of the covenants contained in this Easement Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the following grants, agreements, covenants and restrictions are made:

1. Grantor hereby grants, bargains, sells and conveys unto Grantee its successors and assigns, the following easement:

A perpetual non-exclusive easement for the purpose of truck and similar vehicle ingress and egress to and from a portion of Grantor's Property, on, over, upon and across a portion of the parking areas and spaces, driveways and access ways sidewalks and walkways, exits and entrances, and other common areas as they now exist or will hereafter exist on that portion of Grantor's Property as depicted, identified and drawn on the survey map of Grantor's Property attached hereto and incorporated herein as EXHIBIT "B".

2. The purpose of the above easement grant is to allow Grantee, its employees, licensees, tenants, customers and business invitees of such parties access to and from the Contiguous Property so that it may utilize, serve, repair, replace and maintain that hereinbefore referenced high-rise standard with attached outdoor display sign currently located on said Contiguous Property.

3. Grantor and Grantee covenant and agree to comply with all laws, rules, regulations and requirements of all public authorities and to indemnify, defend and hold each other harmless against all claims, demands, losses, damages, liabilities, and expenses and all suits, actions and judgments, including, but not limited to, costs and attorney fees arising out of, or in any way related to Grantor's failure to maintain its property in a safe condition; provided, however that Grantor shall give prompt and timely notice of any claim made, or suits or actions commenced which would in any way result in indemnification under this Easement Agreement.

Grantor shall pave or otherwise maintain the easement area so as to permit Grantee full access to its highrise standard and attached outdoor display sign located on the Contiguous Property. Grantor, its successors and assigns and Grantee, its successors and assigns, shall cooperate so as to avoid any conflict in the use and enjoyment of the access by Grantee and Grantor. Grantee's use of the easement area shall be expressly limited to a maximum usage of once a week or four (4) times per month except in cases of emergency.

4. The rights, conditions, reservations and other provisions contained within this Easement Agreement shall be covenants running with the land and shall be binding upon and shall inure to the benefit of the parties, their subsidiaries, affiliates, legal representatives, heirs, successors and assigns.

5. Whenever a transfer of ownership of Grantor's Property takes place, Grantor shall not be liable for a breach of this Easement Agreement except that Grantor shall remain liable if it transfers its interest to a licensee or subsidiary corporation.

IN WITNESS WHEREOF, the parties have hereto set their hand on the date and year first above written.

BULKLEY HOLDINGS, INCORPORATED, GRANTOR

Witness [Signature] Dated 4-1-98
By: [Signature]
PAUL R. TOMKO, PRESIDENT

Witness [Signature] Dated 4-1-98
PATRICK MEDIA GROUP, INC., fka
PATRICK REALTY CORP., GRANTEE

Witness [Signature] Dated 4/2/98
By: [Signature]
Timothy J. Donmoyer, Vice President & Treasurer

Witness [Signature] Dated 4/2/98
By: [Signature]
Scott S. Eller, Vice President & Secretary

STATE OF OHIO
COUNTY OF CUYAHOGA

SS:

The foregoing instrument was acknowledged before me this 1st day of April, 1998 by Paul R. Tomko as duly acting President of BULKLEY HOLDINGS, INCORPORATED, an Ohio Corporation, on behalf of the Corporation.

~~Notary Public, State of Ohio
My Commission Expires 10/10/99
Section 147.03 O.R.C.~~

STATE OF ARIZONA
COUNTY OF MAHICOPA

SS:

The foregoing instrument was acknowledged before me this 2nd day of April, 1998 by Scott S. Eller as duly acting V.P. & Secretary and Timothy J. Donmeyer, as duly acting V.P. & Treasurer of PATRICK MEDIA GROUP, INC aka PATRICK REALTY CORP., a Delaware Corporation, on behalf of the Corporation.

Lillian Avila
NOTARY PUBLIC

To the County Recorder
Please return original to
Bulkley Holdings, Incorporated
11850 Edgewater Drive
Suite 111-A
Lakewood, Ohio 44107





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EXHIBIT
A

Bearings are to an assumed meridian and are used to indicate angles only.

LEGEND

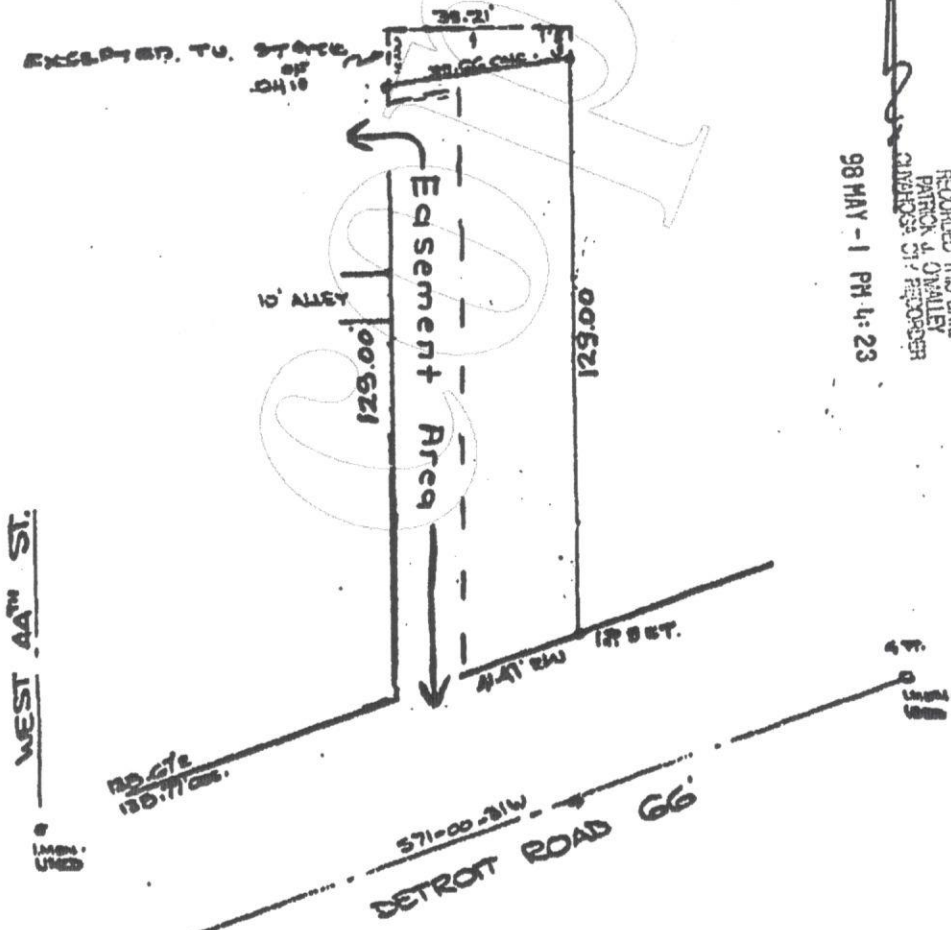
• 8/8" I. Pin • Cap Set

• I. Pin Found

Prepared For _____
 Perm. Plat. No. 003-12-009 Bl. PT. OR 2
 Street Address DETROIT ROAD
 in BELDEN SEYMOUR Subdivision
 City of CLEVELAND Ohio
 County of CUYAHOGA Job No. _____
 Date _____ Scale 1" = 30'

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RECORDED THIS DATE
 PATRICK J. O'NEAL
 CLERK OF RECORDS
 98 MAY - 1 PM 4: 23



CERTIFICATION
 Dimensions are expressed in feet and decimal parts thereof.
 Monuments are at points shown and certified correct.

EXHIBIT
 B