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CUYAHOGA COUNTY FISCAL OFFICE

### **RECIPROCAL EASEMENT AGREEMENT**

THIS RECIPROCAL EASEMENT AGREEMENT (this "Agreement") is made effective as of November 6, 2025 (the "Effective Date"), by and between AURORA INVESTMENT REALTY LLC, an Ohio limited liability company ("Aurora"), and WAXMAN DEVELOPMENT III LLC, an Ohio limited liability company ("Waxman"). Aurora and Waxman may be hereinafter referred to individually as a "Party" or collectively the "Parties."

WHEREAS, Aurora is the owner of certain real property and improvements located on Aurora Road, Bedford Heights, OH 44146, known as Cuyahoga County Permanent Parcel Numbers 791-14-009, 791-14-010 and 791-14-012, as described on Exhibit A attached hereto (collectively, the "Aurora Property");

WHEREAS, Waxman is the owner of certain real property and improvements located on Majestic Parkway, Bedford Heights, OH 44146, known as Cuyahoga County Permanent Parcel Number 791-14-013 and 791-14-081, described on Exhibit B attached hereto (together, the "Waxman Property");

WHEREAS, the separate parcels that make up each of the Aurora Property and Waxman Property are each individually referred to herein as a "Parcel";

WHEREAS, the Parcels share a certain paved driveway that encumbers portions of both the Aurora Property and Waxman Property, which is further depicted on Exhibit C attached hereto (the "Easement Area"); and

WHEREAS, the Parties desire to grant certain perpetual, non-exclusive easements to each other as more particularly set forth herein.

NOW, THEREFORE, in consideration of the mutual promises of the Parties hereto, it is mutually agreed as follows:

1. Easements. Each Party hereby grants, bargains, and conveys to the other Party, together with their respective successors, assigns, employees, agents, representatives, licensees, contractors, subcontractors, invitees, guests, and permittees, a non-exclusive perpetual easement and right to use the Easement Area for vehicular and pedestrian ingress and egress to and from each Parcel, as applicable. The parties shall use commercially reasonable efforts to prevent vehicles from parking in the Easement Area and agree that such vehicles may be towed at the owner's expense. The foregoing easement and the rights and obligations set forth in this Agreement shall burden, and run with title to each Parcel, and benefit and be appurtenant to, and shall run with title to, each Parcel, shall bind every person having any fee, leasehold or other interest therein, and shall inure to the benefit of the Parties and their respective successors or assigns, whether by sale, lease, assignment, inheritance, operation of law, trustee's sale, foreclosure or otherwise.

2. Expansion of Easement Area. Aurora is hereby permitted to widen and expand the Easement Area through the Waxman Property to Majestic Parkway (the "Expansion") as depicted on Exhibit C hereto, including paving and construction of associated improvements within the Expansion. All costs and expenses associated with constructing the Expansion shall be at the sole cost and expense of Aurora. The Expansion shall be constructed in accordance with all applicable laws, ordinances, statutes, codes, regulations, and industry standard practices, in a good and workmanlike manner, using new materials. For purposes of this Agreement, the "Easement Area" shall mean and include the Expansion to the extent constructed by the Aurora Property pursuant to the terms hereof.

Waxman agrees to provide Aurora, and its agents, representatives, contractors, subcontractors, and material suppliers reasonable access to the Waxman Property for purposes of initially constructing the Expansion, provided neither Aurora nor its agents, representatives, contractors, subcontractors, or material suppliers shall unreasonably interfere or disturb any other tenants or occupants of the Waxman Property. Aurora shall restore any damage to the Waxman Property arising as a result of any construction activities for the Expansion, and Purchaser shall indemnify, defend, and hold Waxman, its members, managers, employees, tenants, agents, representatives, guests, and invitees harmless from all actual damages, costs, losses, expenses, and liabilities resulting from any acts and omissions at the Waxman Property by Aurora, or its agents, representatives, contractors, subcontractors, or material suppliers. In addition, as a condition to entry on the Waxman Property as may be permitted herein, Aurora shall maintain, and shall cause all of its agents, representatives, contractors, subcontractors, and material suppliers to obtain, commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) for bodily injury or death per occurrence naming Waxman, or any other designee of Waxman, as additional insured parties.

3. Maintenance of Easement Area. From and after the Effective Date hereof, the Parties shall equally split all costs to maintain, repair, and replace the surface of the Easement Area, including, but not limited to, all re-surfacing, striping, and other work necessary to keep the Easement Area in good condition and repair (collectively, the "Maintenance Costs"), but excluding all initial construction costs for the Expansion, subject to the following procedure:
  - a. Any proposed work intended to be subject to the cost sharing referenced above shall be unanimously consented to by the Parties, which consent shall not be unreasonably withheld, conditioned or delayed. Only upon the unanimous consent of the Parties shall proposed work be deemed Maintenance Costs. Notwithstanding the foregoing, snowplowing of the Easement Area ("Snowplowing") is hereby deemed an approved Maintenance Cost, which Snowplowing shall be contracted for Waxman (unless otherwise agreed to between the parties in writing) and subject to reimbursement pursuant to subsection (e) below.
  - b. Either Party may from time-to-time, but in no event more than once per month, submit to the other Party proposed work for consideration, identifying bids from at least three (3) vendors, and identifying both Parties estimated one-half share of the proposed work. No work may be deemed Maintenance Costs without prior submission to and consent of the other Party before the start of the work.
  - c. In the event that the Parties do not unanimously consent to proposed work as Maintenance Costs, either Party may undertake such proposed work within the Easement Area at its sole cost and expense provided such work is related to maintaining, repairing, or replacing the surface of the Easement Area. The Party undertaking the proposed work is solely responsible for the cost, expense and liability arising out of the work performed.

- d. Notwithstanding the foregoing or anything contained in this Amendment or the Easement to the contrary, in the event of a bona-fide emergency where: (i) there is substantial interference with access to and from the Easement Area, or (ii) a condition exists in the Easement Area that will result in imminent harm to persons or property (in each case, an "Emergency Condition"), then a Party, without the consent of the other, may undertake such work in the Easement Area as may be necessary solely to remedy the Emergency Condition, which work shall constitute Maintenance Costs subject to the cost sharing provisions hereof.
- e. Upon the consent of both Parties that the proposed work constitutes Maintenance Cost and the satisfactory completion of the work, or in the event of work completed as a result of an Emergency Condition or in connection with Snowplowing, the Party facilitating the applicable work (the "Facilitating Party") may submit invoices to the other Party identifying its one-half share of the actual and documented Maintenance Costs incurred, which share shall be payable within thirty (30) days of receipt of an applicable invoice. In all cases, interest shall accrue on any amount owed to the Facilitating Party beyond its due date, until paid, at the rate of Eight Percent (8%) per annum, together with reasonable attorney's fees and other costs of collection incurred by the Facilitating Party.

4. Insurance and Indemnity.

- a. At all times during the term of this Agreement, the Parties shall each maintain or cause to be maintained in full force and effect commercial general liability insurance with a combined single limit of liability of (i) not less than One Million and 00/100 Dollars (\$1,000,000.00) for bodily injury to or personal injury or death to any one person and consequential damages arising therefrom, (ii) not less than Two Million and 00/100 Dollars (\$2,000,000.00) for bodily injury to or personal injury or death of more than one person and consequential damages arising therefrom, and (iii) not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for property damage arising out of any one occurrence.
- b. Each Party hereby agrees to indemnify and save the other Party and each of their tenants harmless from and against any and all liabilities, damages, reasonable expenses, causes of action, suits, claims or judgments (including, without limitation, reasonable attorney's fees and court costs) related to personal injury, death or property damage arising from any personal injury, death or property damage occurring within the Easement Area arising out of the indemnifying Party's use thereof. However, if such personal injury, death, or property damage was caused by the negligent acts or omissions of the indemnified Party, then such Party shall not be protected or held harmless by this indemnity.

5. Recording. The Parties hereby agree that this Agreement shall be recorded in the public records of Cuyahoga County, Ohio.

6. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio without regard to conflict of laws principles. All proceedings arising under or in connection with this Agreement shall be brought in the Court of Common Pleas of Cuyahoga County, Ohio and the Parties hereby consent to the personal jurisdiction and venue of such court.

7. Entire Agreement. This Agreement is intended by the Parties to be the final expression of their agreement and is the complete and exclusive statement of the terms thereof; notwithstanding any representation or statement to the contrary heretofore made by any Party.

8. Pronouns and Plurals. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require.
9. Counterparts. This Agreement may be executed by the Parties hereto manually, electronically, or by facsimile signature in sperate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all the Parties hereto.
10. No Implied Easements. No easements, except those expressly set forth in this Agreement, shall be implied by this Agreement.
11. Independent Parcels. Except as otherwise set forth herein, each Party shall be solely responsible for all costs relating to the operation and use of all facilities, utilities, and improvements located on, underground, and/or serving their respective Parcels except as otherwise set forth herein.
12. Relationship of Parties. Nothing in this Agreement shall be deemed or construed to create the relationship of principal and agent, partnership, or joint venture between the Parties.
13. Headings. The headings in this Agreement are for reference only, and shall not affect the interpretation of this Agreement.
14. Amendments. This Agreement shall not be materially amended without the written consent of any lender having a first mortgage on a Parcel.

[Remainder of Page Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first written above.

**AURORA:**

**AURORA INVESTMENT REALTY LLC,  
an Ohio limited liability company**

By: Armod Waxhad

Name: ARMOD WAXHAD

Title: MANAGING MEMBER

STATE OF Ohio )  
 ) ss:  
COUNTY OF Cuyahoga )

The foregoing instrument was acknowledged before me this 6th day of ~~October~~ <sup>November</sup>, 2025, by Armod Waxhad the Managing Member of Aurora Investment Realty LLC, an Ohio limited liability company, on behalf of said company. This is an acknowledgement certificate. No oath or affirmation was administered to the signer.



TIMOTHY M. MAHON  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
July 25, 2027

Tim M Mahon  
Notary Public

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first written above.

**WAXMAN:**

**WAXMAN DEVELOPMNT 111 LLC,  
an Ohio limited liability company**

By: Armond Waxman

Name: Armond Waxman

Title: Managing Member

STATE OF Ohio )  
 ) ss:  
COUNTY OF Cuyahoga )

The foregoing instrument was acknowledged before me this 6 day of ~~October~~ <sup>November</sup>, 2025, by ~~Armond Waxman~~ the Managing Member of Waxman Development 111 LLC, an Ohio limited liability compny, on behalf of said company. This is an acknowledgement certificate. No oath or affirmation was administered to the signer.



TIMOTHY M. MAHON  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
July 25, 2027

Timothy M. Mahon  
Notary Public

**Instrument Prepared By:**

McCarthy, Lebit, Crystal & Liffman Co., LPA  
1111 Superior Avenue, Suite 2700  
Cleveland, OH 44114  
Attn: Adam L. Glassman

[Waxman Signature Page to Reciprocal Easement Agreement]

**EXHIBIT A****LEGAL DESCRIPTION OF AURORA PROPERTY****PARCEL NO. 1**

SITUATED IN THE CITY OF BEDFORD HEIGHTS, COUNTY OF CUYAHOGA AND STATE OF OHIO AND KNOWN AS BEING PART OF ORIGINAL BEDFORD TOWNSHIP NO. 19, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING IN THE CENTER LINE OF AURORA ROAD (60 FEET WIDE) (FORMERLY SOUTH MILES ROAD) DISTANT NORTH 57 DEG. 31' 30" WEST MEASURED ALONG SAID CENTER LINE 330 FEET FROM THE INTERSECTION OF SAID CENTER LINE OF AURORA ROAD WITH THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF THE BEDFORD HEIGHTS SUBDIVISION OF PART OF ORIGINAL BEDFORD TOWNSHIP LOT NO. 19, AS SHOWN BY THE RECORDED PLAT IN VOLUME 50 OF MAPS, PAGE 12 OF CUYAHOGA COUNTY RECORDS; THENCE NORTH 57 DEG. 31' 30" WEST ALONG THE CENTER LINE OF SAID AURORA ROAD, 55 FEET; THENCE NORTH 32 DEG. 28' 30" EAST PASSING THROUGH AN IRON PIN IN THE NORTHEASTERLY LINE OF SAID AURORA ROAD 702.36 FEET TO AN IRON IN IN THE NORTHEASTERLY LINE OF A PARCEL OF LAND CONVEYED TO FRANK L. CROBAUGH BY DEED DATED JUNE 8, 1914 AND RECORDED IN VOLUME 1574, PAGE 305 OF CUYAHOGA COUNTY RECORDS, DISTANT NORTH 63 DEG. 45' 00" WEST MEASURED ALONG SAID NORTHEASTERLY LINE 387.285 FEET FROM THE MOST NORTHERLY CORNER OF THE BEDFORD HEIGHTS SUBDIVISION AS AFORESAID; THENCE SOUTH 63 DEG. 45' 00" EAST ALONG THE NORTHEASTERLY LINE OF THE PARCEL CONVEYED TO FRANK L. CROBAUGH AS AFORESAID, 55.326 FEET TO AN IRON PIN; THENCE SOUTH 32 DEG. 28' 30" WEST 708.36 FEET TO THE PLACE OF BEGINNING, AND BEING FURTHER KNOWN AS SUBLOT NO. 9 IN THE HELTON REALTY COMPANY'S PROPOSED CITY FARM HOMES NO. 5 RE-SUBDIVISION OF PART OF ORIGINAL BEDFORD TOWNSHIP LOT NO. 19, AS APPEARS BY THE SURVEY F. N. KARBEN, REGISTERED SURVEYOR, DATED APRIL 1940.

**PARCEL NO. 2**

SITUATED IN THE CITY OF BEDFORD HEIGHTS, COUNTY OF CUYAHOGA AND STATE OF OHIO AND KNOWN AS BEING PART OF ORIGINAL BEDFORD TOWNSHIP LOT NO. 19, AND BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING IN THE CENTER LINE OF AURORA ROAD, (FORMERLY SOUTH MILES ROAD) (60 FEET WIDE), AT A POINT DISTANT NORTH 57 DEG. 31' 30" WEST, MEASURED ALONG SAID CENTER LINE, 220 FEET FROM THE INTERSECTION OF SAID CENTER LINE WITH THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF THE BEDFORD HEIGHTS SUBDIVISION OF PART OF ORIGINAL BEDFORD TOWNSHIP LOT NO. 19, AS SHOWN BY THE RECORDED PLAT IN VOLUME 50 OF MAPS, PAGE 12 OF CUYAHOGA COUNTY RECORDS; THENCE NORTH 57 DEG. 31' 30" WEST ALONG THE CENTER LINE OF SAID AURORA ROAD, 110 FEET; THENCE NORTH 32 DEG. 28' 30" EAST PASSING THROUGH AN IRON PIN IN THE NORTHERLY LINE OF SAID AURORA ROAD, 708.36 FEET TO AN IRON PIN IN THE NORTHEASTERLY LINE OF A PARCEL OF LAND CONVEYED TO FRANK L. CROBAUGH BY DEED DATED JUNE 28, 1914, AND RECORDED IN VOLUME 1574, PAGE 305 OF CUYAHOGA COUNTY RECORDS, DISTANT NORTH 63 DEG. 45' 00" WEST, MEASURED ALONG SAID NORTHEASTERLY LINE, 331.959 FEET FROM THE MOST NORTHERLY CORNER OF THE BEDFORD HEIGHTS SUBDIVISION AS AFORESAID; THENCE SOUTH 63 DEG. 45' 00" EAST ALONG THE NORTHEASTERLY LINE OF THE PARCEL CONVEYED TO FRANK L. CROBAUGH AS AFORESAID, 110.653 FEET TO AN

IRON PIN; THENCE SOUTH 32 DEG. 28' 30" WEST 720.36 FEET TO THE PLACE OF BEGINNING, AND BEING FURTHER KNOWN AS SUBLOTS NOS. 10 AND 11 IN THE HELTON REALTY COMPANY'S PROPOSED RE-SUBDIVISION OF PART OF ORIGINAL BEDFORD TOWNSHIP LOT NO. 19, AS APPEARS BY THE SURVEY OF F.W. KARBUR, REGISTERED SURVEYOR, DATED APRIL 1940.

PARCEL NO. 3

SITUATED IN THE CITY OF BEDFORD HEIGHTS, COUNTY OF CUYAHOGA AND STATE OF OHIO AND KNOWN AS BEING PART OF ORIGINAL BEDFORD TOWNSHIP LOT NO. 19, AND BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING IN THE CENTER LINE OF AURORA ROAD (FORMERLY SOUTH MILES ROAD) (60 FEET EEXA-06/14/95-dr CUYAHOGA COUNTY RECORDER 200508030875 PAGE 3 of 4 WIDE) AT A POINT DISTANT NORTH 57 DEG. 31' 30" WEST MEASURED ALONG SAID CENTER LINE 165 FEET FROM THE INTERSECTION OF SAID CENTER LINE OF AURORA ROAD WITH THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF THE BEDFORD HEIGHTS SUBDIVISION OF PART OF ORIGINAL BEDFORD TOWNSHIP LOT NO. 19, AS SHOWN BY THE RECORDED PLAT IN VOLUME 50 OF MAPS, PAGE 12 OF CUYAHOGA COUNTY RECORDS; THENCE NORTH 57 DEG. 31' 30" WEST ALONG THE CENTER LINE OF SAID AURORA ROAD, 55 FEET; THENCE NORTH 32 DEG. 28' 30" EAST PASSING THROUGH AN IRON PIN IN THE NORTHEASTERLY LINE OF SAID AURORA ROAD 720.36 FEET TO AN IRON PIN IN THE NORTHEASTERLY LINE OF A PARCEL OF LAND CONVEYED TO FRANK L. CROBAUGH BY DEED DATED JUNE 8, 1914 AND RECORDED IN VOLUME 1574, PAGE 305 OF CUYAHOGA COUNTY RECORDS; THENCE SOUTH 63 DEG. 45' 00" EAST ALONG THE SAID NORTHEASTERLY LINE 55.32 FEET TO AN IRON PIN; THENCE SOUTH 32 DEG. 28' 30" WEST PASSING THROUGH AN IRON PIN IN THE NORTHEASTERLY LINE OF SAID AURORA ROAD 726.36 FEET TO THE PLACE OF BEGINNING AND BEING FURTHER KNOWN AS SUBLLOT NO. 12 IN THE HELTON REALTY COMPANY'S PROPOSED RE-SUBDIVISION OF PART OF ORIGINAL BEDFORD TOWNSHIP LOT NO. 19, AS APPEARS BY SURVEY OF F.W. KARBUR, REGISTERED SURVEYOR, DATED APRIL 1940.

PARCEL NO. 4

SITUATED IN THE CITY OF BEDFORD HEIGHTS, COUNTY OF CUYAHOGA AND STATE OF OHIO AND KNOWN AS BEING PART OF ORIGINAL BEDFORD TOWNSHIP LOT NO. 19, AND BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING IN THE CENTER LINE OF AURORA ROAD (FORMERLY SOUTH MILES ROAD) (60 FEET WIDE) AT A POINT DISTANT NORTH 57 DEG. 31' 30" WEST MEASURED ALONG SAID CENTER LINE 110 FEET FROM THE INTERSECTION OF SAID CENTER LINE OF AURORA ROAD WITH THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF THE BEDFORD HEIGHTS SUBDIVISION OF PART OF ORIGINAL BEDFORD TOWNSHIP LOT NO. 19, AS SHOWN BY THE RECORDED PLAT IN VOLUME 50 OF MAPS, PAGE 12 OF CUYAHOGA COUNTY RECORDS; THENCE NORTH 57 DEG. 31' 30" WEST ALONG THE CENTER LINE OF SAID AURORA ROAD, 55 FEET; THENCE NORTH OF SAID AURORA ROAD, 726.36 FEET TO AN IRON PIN IN THE NORTHEASTERLY LINE OF A PARCEL OF LAND CONVEYED TO FRANK L. CROBAUGH BY DEED DATED JUNE 8, 1914 AND RECORDED IN VOLUME 1574, PAGE 305 OF CUYAHOGA COUNTY RECORDS; THENCE SOUTH 63 DEG. 45' 00" EAST ALONG SAID NORTHEASTERLY LINE 55.327 FEET TO AN IRON PIN; THENCE SOUTH 32 DEG. 28' 30" WEST, 732.36 FEET TO THE PLACE OF BEGINNING AND BEING FURTHER KNOWN AS SUBLLOT NO. 13 IN THE HELTON REALTY COMPANY'S PROPOSED RE-SUBDIVISION OF PART OF ORIGINAL BEDFORD TOWNSHIP LOT NO. 19, AS APPEARS BY THE SURVEY OF F.W. KARBUR, REGISTERED SURVEYOR, DATED APRIL 1940.



## PARCEL NO.5

SITUATED IN THE CITY OF BEDFORD HEIGHTS, COUNTY OF CUYAHOGA AND STATE OF OHIO AND KNOWN AS BEING PART OF ORIGINAL BEDFORD TOWNSHIP LOT NO. 19, BOUNDED AND DESCRIBED FOLLOWS: AS BEGINNING IN THE CENTER LINE OF AURORA ROAD (FORMERLY SOUTH MILES ROAD) (60 FEET WIDE), AT THE INTERSECTION OF SAID CENTER LINE WITH THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF THE BEDFORD HEIGHTS SUBDIVISION OF PART OF ORIGINAL BEDFORD TOWNSHIP LOT NO. 19, AS SHOWN BY THE RECORDED PLAT IN VOLUME 50 OF MAPS, PAGE 12 OF CUYAHOGA COUNTY RECORDS; THENCE NORTH 57 DEG. 31' 30" WEST ALONG THE CENTER LINE OF SAID AURORA ROAD 110 FEET; THENCE NORTH 32 DEG. 28'30" EAST PASSING THROUGH AN IRON PIN IN THE NORTHEASTERLY LINE OF SAID AURORA ROAD 732.36 FEET TO AN IRON PIN IN THE NORTHEASTERLY LINE OF A PARCEL OF LAND CONVEYED TO FRANK L. CROBAUGH BY DEED DATED JUNE 8, 1914 AND RECORDED IN VOLUME 1574, PAGE 305 OF CUYAHOGA COUNTY RECORDS; THENCE SOUTH 63 DEG. 45' 00" EAST ALONG SAID NORTHEASTERLY LINE 110.653 FEET TO AN IRON PIN AT THE MOST NORTHERLY CORNER OF BEDFORD HEIGHTS SUBDIVISION AS AFORESAID; THENCE SOUTH 32 DEG. 28'30" WEST ALONG THE NORTHWESTERLY LINE OF SAID BEDFORD HEIGHTS SUBDIVISION 744.35 FEET TO THE PLACE OF BEGINNING, AND BEING FURTHER KNOWN AS SUBLOTS NOS. 14 AND 15 IN THE HELTON REALTY COMPANY'S PROPOSED RE-SUBDIVISION OF PART OF ORIGINAL BEDFORD TOWNSHIP LOT 19, AS APPEARS BY THE SURVEY OF F.W. KARBUR, REGISTERED SURVEYOR, DATED APRIL 1940.

**EXHIBIT B****LEGAL DESCRIPTION OF WAXMAN PROPERTY**

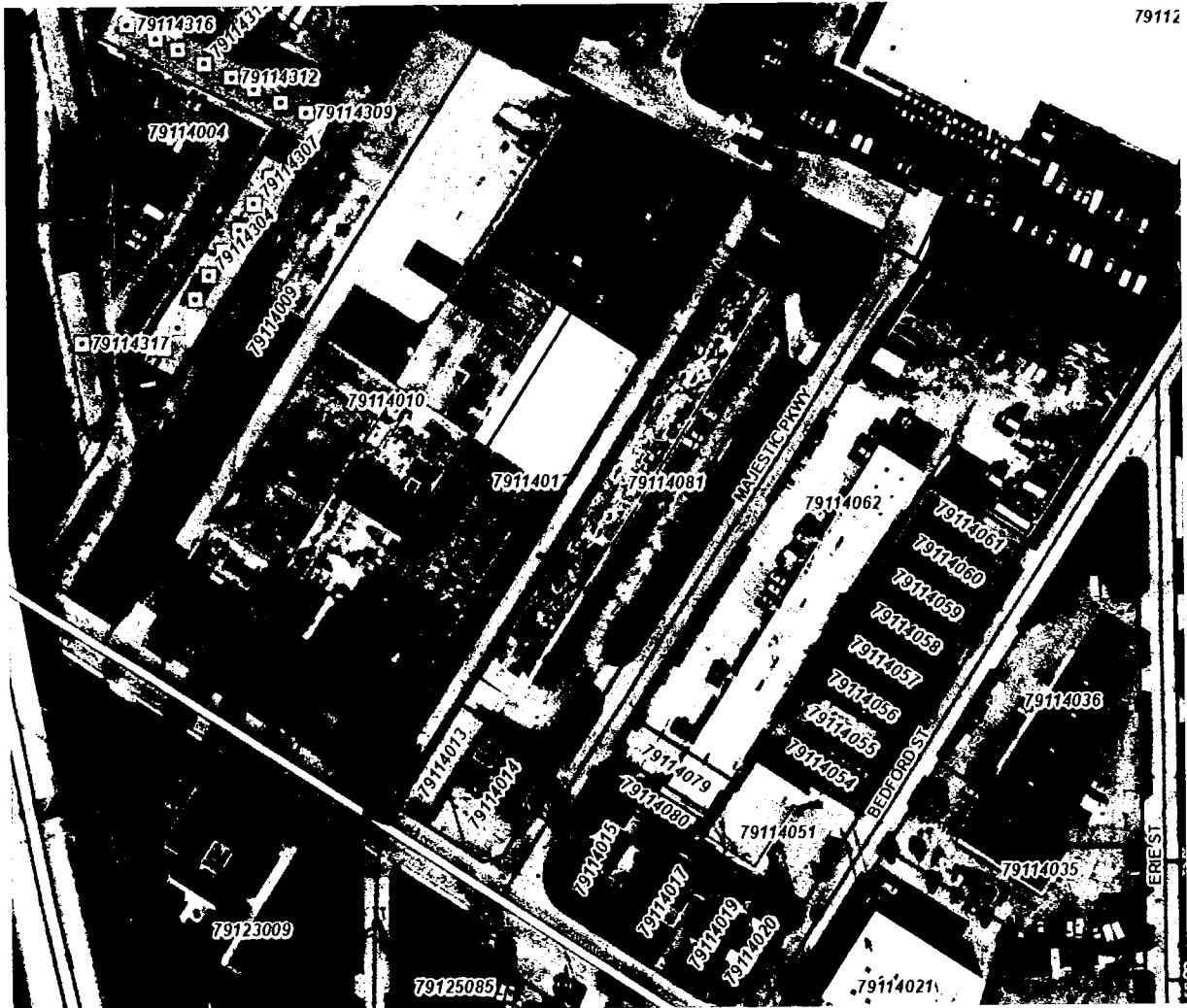
Situated in the City of Bedford Heights, County of Cuyahoga, and State of Ohio, and known as being all of sublots 72 through 87, inclusive, of the Bedford Heights Subdivision of part of Original Bedford Township Lot 19, as recorded in Volume 50, Page 12 of the Cuyahoga County Map Records:

Beginning at the northwesterly right of way line of said Majestic Parkway at the northeast corner of subplot 70 in said Bedford Heights Subdivision, said corner being witnessed by a 5/8 inch rebar capped "SH&A" found 0.10 north;

- Course I      Thence North 57°31'30" West, along the northerly line of said subplot 70 and the northerly line of subplot 71 in said Bedford Heights Subdivision a total distance of 80.00 feet to the northwesterly corner of said subplot 71;
- Course II      Thence South 32°28'30" West along the northwesterly line of said subplot 71 a distance of 120.00 feet to the a 5/8 iron pin set on the northeasterly right of way of Aurora Road, width varies, at the southeasterly corner of subplot 72 in said Bedford Heights Subdivision;
- Course III      Thence North 57°31'30" West along the northeasterly right of way of said Aurora Road and the southwesterly line of said subplot 72, a distance of 40.00 feet to a drill hole found in concrete at the southwesterly corner of said subplot 72;
- Course IV      Thence North 32°28'30" East, along the northwesterly lines of sublots 72 through 87, inclusive, in said Bedford Heights Subdivision, a distance of 704.37 feet to a 5/8 inch rebar set at the northwesterly corner of said subplot 87 in said Bedford Heights Subdivision, said corner also being on the southerly line of North Lane, 10 feet wide;
- Course V      Thence South 63°45'00" East, along the southerly right of way of said North Lane, also being the northerly line of said subplot 87, a distance of 120.71 feet to a 5/8 inch rebar set at northeasterly corner of subplot 87, said corner also being on the northwesterly right of way of said Majestic Parkway;
- Course VI      Thence South 32°28'30" West, along the northwesterly right of way of said Majestic Parkway, also being the southeasterly lines of sublots 73 through 87, a distance of 597.46 feet to the place of beginning and containing 1.7381 acres of land.

This description is based upon a survey performed by Foresight Engineering Group, Inc., in July of 2001 under the supervision of David R. Leinweber, P.S. No. 7895 and is intended to describe sublots 72 through 87, inclusive, of the Bedford Heights Subdivision as recorded in Volume 50, Page 12 of the Cuyahoga County Map Records. All 5/8 inch rebar set are 30 inches long and capped "Foresight Engineering". The bearings in this description are oriented to the centerline of Majestic Parkway (formerly Randall Street), South 32°28'30" West, as shown on said Bedford Heights Subdivision Plat.

### DEPICTION OF EASEMENT AREA



{02248204-1}