

CITY OF BROOK PARK, OHIO

PIC 6-14-22 Planning  
CA 6-14-22  
1st R \_\_\_\_\_  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
B/C \_\_\_\_\_

RESOLUTION NO: 14-2022

INTRODUCED BY: COUNCIL AS A WHOLE & Mayor Orcutt

A RESOLUTION

APPROVING THE PROPOSED LOT SPLIT FOR 14070 & 14080 BROOKPARK ROAD  
PPN: 344-31-003 TO CREATE NEW PARCEL 'A' AND PARCEL 'B'  
AND DECLARING AN EMERGENCY

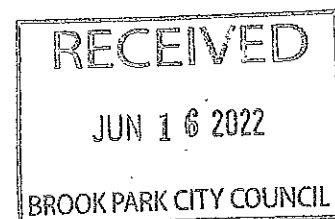
WHEREAS, on June 6, 2022 the Planning Commission approved and referred to Council a request for the proposed lot split for 14070 & 14080 Brookpark Road, ppn: 344-31-003 to create new Parcels "A" and Parcel "B".

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Brook Park, State of Ohio, that:

**SECTION 1:** The proposed lot split of the aforementioned property is further described in Exhibit "A" attached hereto and incorporated herein by reference and is hereby authorized and approved by the Council of the City of Brook Park.

**SECTION 2:** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including 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 the public peace, health, safety and welfare of said City, and for the further reason that it is Council's desire to approve the lot split of permanent parcel no. 344-31-003; this Resolution shall take effect and be in force immediately from and after its passage and approval by the Mayor.



PASSED: June 21, 2022

Mr. P. P. Paulino  
PRESIDENT OF COUNCIL

ATTEST: Carol Johnson  
Clerk of Council

APPROVED: Edward A. Smith  
MAYOR

CERTIFICATE

Carol Johnson, Clerk of Council, of the City of Brook Park, Ohio, do hereby certify that the foregoing is a true and accurate copy of Ordinance Resolution

No. 14-2022

passed on the 21 day of June

20 22 by said council.

Carol Johnson  
Clerk of Council

6/21/22  
DATE

I, Carol Johnson, Clerk of Council for the City of Brook Park, State of Ohio, do hereby certify that there is no newspaper of general circulation in the municipality and that publication of the foregoing ordinances/resolutions was made by posting true copies at five of the most public places in said municipality as determined by Ordinance No. 4838-1975; location City Hall 6161 Engle Road, Police Station 17401 Holland Road, #2 Fire Station 22530 Ruple Parkway, #3 Fire Station 17401 Holland Road, Brook Park Library 6165 Engle Road, for a period of fifteen days.

Commencing 6/22/22  
Carol Johnson  
CAROL JOHNSON  
Clerk of Council

	Yea	Nay
Troyer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mencini	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Roberts	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Scott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Coyne	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Poindexter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Salvatore	<input checked="" type="checkbox"/>	<input type="checkbox"/>



# MEMO

## CITY OF BROOK PARK - BUILDING DEPARTMENT

5390 Smith Road • Brook Park • Ohio • 44142

Phone: (216) 433-7412 • Fax: (216) 433-4117

TO: Carol Johnson, Clerk of Council

CC: Mayor Orcutt  
Carol Horvath, Law Director

FROM: Carol Dell, Planning Commission

DATE: June 8, 2022

RE: Planning Commission Recommendation

The following request was approved at the Monday, June 6, 2022 Planning Commission meeting and should be forwarded to City Council for final action. If I can be of further assistance, please do not hesitate to contact me.

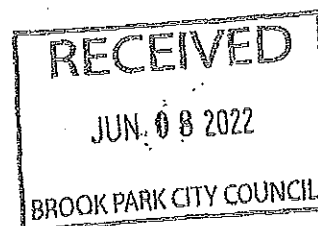
1. Request approval of the proposed lot split for 14070 & 14080 Brookpark Road PPN:344-31-003 to create new Parcel "A" and Parcel "B"

Include Stipulations of Engineer, See Attached

### AGENT INFORMATION:

Neff and Associates  
Contact: Steven J. Metcalf  
6405 York Road  
Parma Heights, Ohio 44130  
Office: 440/884-3100  
E-Mail: [smetcalf@neff-accos.com](mailto:smetcalf@neff-accos.com)

Thank you,



*Carol Dell*

City of Brook Park  
Building Department  
Office: 216/433-7412



## CITY OF BROOK PARK

BUILDING DEPARTMENT | 5590 Smith Road | Brook Park | Ohio | 44142

- Verify plat has been submitted Cuy. Cnty. for review.
  - Verify that side yard setback variances will not be required if Lot Split is approved.
  - Terms, conditions, responsibilities, etc. of proposed ingress/egress easement are to be recorded with County.
- ERP - 06 05 2022

www.cityofbrookpark.com/building-department  
Office 216.433.7412

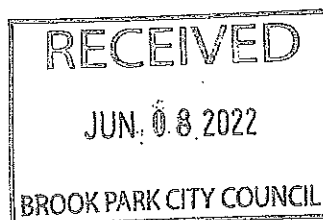
# 2022 PLANNING COMMISSION APPLICATION

PROJECT ADDRESS	14070 & 14080 Brookpark Road	<input type="checkbox"/> RESIDENTIAL <input checked="" type="checkbox"/> COMMERCIAL	ZONE U7-B
PARCEL #	344-31-003	BUSINESS NAME (If Applicable)	Crown Acura

PROPERTY OWNER NAME(S)	CJM Brookpark Properties, LLC - Colin MacLean			<input type="checkbox"/> Will Attend Meeting
Phone #	216-676-5400	Email	colin@mycrownacura.com	
Street Address	14070 Brookpark Road	City	Brookpark	Zip 44135
AGENT/CONTACT PERSON NAME(S)	Neff and Associates - Steven J. Metcalf			<input checked="" type="checkbox"/> Will Attend Meeting
Phone #	440-884-3100	Email	smetcalf@neff-assoc.com	
Street Address	6405 York Rd.	City	Parma Heights	Zip 44130

APPROVAL(S) REQUESTED	<input type="checkbox"/> Aesthetic / Project <sup>2</sup>	<input type="checkbox"/> Conditional Use Permit <sup>2</sup>						
	<input type="checkbox"/> Front Porch	<input type="checkbox"/> Billboard <sup>1</sup>	<input type="checkbox"/> Telecommunication Tower <sup>1</sup>					
	<input type="checkbox"/> Re-Zone <sup>3</sup>	<input checked="" type="checkbox"/> Lot Split <sup>3,4</sup>	<input type="checkbox"/> Lot Consolidation <sup>3,4</sup>					
	<input type="checkbox"/> Other:							
<p><sup>1</sup> Provide Construction Drawings and/or Structural calculations</p> <p><sup>2</sup> Provide Detailed Business Plan</p> <p><sup>3</sup> Provide Legal Description</p> <p><sup>4</sup> Provide Lot Split / Consolidation Plat and Mylar</p>								
			SUMMARY OF REQUEST					
						Owner of Crown Acura is submitting for consideration a Lot split of the address 14070 & 14080 Brookpark Rd. Being currently Cuyahoga County Parcel Number 344-31-003 to create new Parcel "A" & Parcel "B"		
						New Parcel "B" = "1.319 Acres" for the existing Address: 14070 Brookpark Rd. Remainder Parcel "A" = "2.5983 Acres - Address: 14080 Brookpark Rd.  THE INTENT OF THIS PLAT IS TO CREATE NEW PARCELS "A" & "B" AS SHOWN		

APPLICANT SIGNATURE	<input type="checkbox"/> Owner <input type="checkbox"/> Agent	DATE
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## City of Brook Park

## Building Department

May 27, 2022

Neff and Associates  
c/o Steven J. Metcalf  
6405 York Road  
Parma Hts., Ohio 44130

Please be advised:

The following item will be removed from the Table of the City of Brook Park Planning Commission and placed on the Agenda:

- Request approval of the proposed lot split plat for 14070 & 14080 Brookpark Road PPPN. 344-31-003 to create new Parcel "A" and Parcel "B"

The Planning Commission meeting will be held on Monday - June 6, 2022, in the Brook Park City Council Chambers (located inside the John A. Polonye Community Center) at 17400 Holland Road. *The Planning Commission Meeting will be held at the immediate conclusion of the 7:00 PM Board of Zoning Appeals Meeting.* It will be necessary for you to attend this meeting to answer any questions the Commission may have relating to your request.

If you require any further assistance, please do not hesitate to contact me at (216) 433-7412 or [manderson@cityofbrookpark.com](mailto:manderson@cityofbrookpark.com)

Sincerely yours,

Mitzi Anderson  
Planning & Zoning

Cc: CJM Brookpark Properties, LCC - Colin MacLean - 14070 Brookpark Road - Brook Park, Ohio 44142



# CITY OF BROOK PARK

BUILDING DEPARTMENT | 5590 Smith Road | Brook Park | Ohio | 44142

www.cityofbrookpark.com/building-department  
Office 216.433.7412

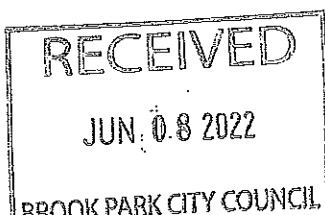
## 2022 PLANNING COMMISSION APPLICATION

PROJECT ADDRESS	14070 & 14080 Brookpark Road	<input type="checkbox"/> RESIDENTIAL <input checked="" type="checkbox"/> COMMERCIAL	ZONE	U7-B
PARCEL #	344-31-003	BUSINESS NAME (If Applicable)	Crown Acura	

PROPERTY OWNER NAME(S)	CJM Brookpark Properties, LLC - Colin MacLean				<input type="checkbox"/> Will Attend Meeting
Phone #	216-676-5400	Email	colin@mycrownacura.com		
Street Address	14070 Brookpark Road	City	Brookpark	Zip	44135
AGENT/CONTACT PERSON NAME(S)	Neff and Associates - Steven J. Metcalf				<input checked="" type="checkbox"/> Will Attend Meeting
Phone #	440-884-3100	Email	smetcalf@neff-assoc.com		
Street Address	6405 York Rd.	City	Parma Heights	Zip	44130

APPROVAL(S) REQUESTED	<input type="checkbox"/> Aesthetic / Project <sup>2</sup>	<input type="checkbox"/> Conditional Use Permit <sup>2</sup>	
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	<input type="checkbox"/> Other:		
	<sup>1</sup> Provide Construction Drawings and/or Structural calculations		
	<sup>2</sup> Provide Detailed Business Plan		
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SUMMARY OF REQUEST	Owner of Crown Acura is submitting for consideration a Lot split of the address 14070 & 14080 Brookpark Rd. Being currently Cuyahoga County Parcel Number 344-31-003 to create new Parcel "A" & Parcel "B"		
	New Parcel "B" = "1.319 Acres" for the existing Address: 14070 Brookpark Rd.		
	Remainder Parcel "A" = "2.5983 Acres - Address: 14080 Brookpark Rd.		
	THE INTENT OF THIS PLAT IS TO CREATE NEW PARCELS "A" & "B" AS SHOWN		

APPLICANT SIGNATURE	<input type="checkbox"/> Owner <input type="checkbox"/> Agent	DATE	
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**NEFF**  
& ASSOCIATES

Civil Engineers + Landscape Architects + Planners + Surveyors

**Legal Description**

**CJM Brookpark Properties LLC**

**14080 Brookpark Road**

**Parcel "A"**

**April 5, 2022**

**File No. 13749B-LD001**

**Page 1 of 1**

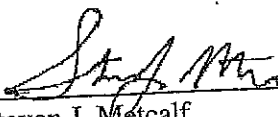
Situated in the City of Brook Park, County of Cuyahoga, and State of Ohio and known as being **Parcel "A"** in the Lot Split Plat for CJM Brookpark Properties LLC, being of a part of Original Rockport Township Section Nos. 1 and 2, as shown by the recorded plat in A.F.N. \_\_\_\_\_ of Cuyahoga County Records and **containing a Total Area of 2.3145 Acres (100,821 Square Feet) of land, of which 0.3442 Acres (14,993 Square Feet) is within the Right of Way for Brookpark Road**, as surveyed by Steven J. Metcalf, Registered Surveyor No. 8622-Ohio of Neff and Associates, Dated March, 2022.

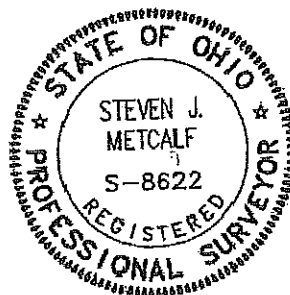
Excepting out the area that is within the Dedicated Right of Way for Brookpark Road (State Route 17) as shown on Dedication Plat for Brookpark Road and recorded in Volume 119 of Maps, Page 18 of Cuyahoga County Records.

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

Basis of bearing for this survey is Grid North of the NAD83 (CORS96), Ohio State Plane, North Zone (3401) as established by GPS observations and is used to denotes angles only.

Monuments described as "iron pin set" are 5/8" x 30" rebar capped  
"Neff & Assoc #8622".

  
Steven J. Metcalf  
Registered Survey No. 8622-Ohio





**NEFF**  
& ASSOCIATES

Civil Engineers + Landscape Architects + Planners + Surveyors

Legal Description

**CJM Brookpark Properties LLC**

**14070 Brookpark Road**

**Parcel "B"**

April 5, 2022

File No. 13749B-LD002

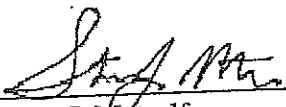
Page 1 of 1

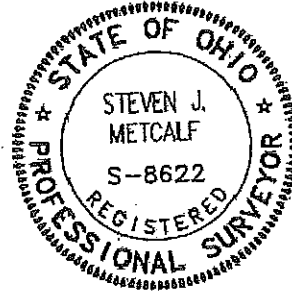
Situated in the City of Brook Park, County of Cuyahoga, and State of Ohio and known as being **Parcel "B"** in the Lot Split Plat for CJM Brookpark Properties LLC, being of a part of Original Rockport Township Section Nos. 1 and 2, as shown by the recorded plat in A.F.N. \_\_\_\_\_ of Cuyahoga County Records and **containing 1.2814 Acres (55,818 Square Feet) of land**, as surveyed by Steven J. Metcalf, Registered Surveyor No. 8622-Ohio of Neff and Associates, Dated March, 2022.

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

Basis of bearing for this survey is Grid North of the NAD83 (CORS96), Ohio State Plane, North Zone (3401) as established by GPS observations and is used to denote angles only.

Monuments described as "iron pin set" are 5/8" x 30" rebar capped "Neff & Assoc #8622".

  
Steven J. Metcalf  
Registered Survey No. 8622-Ohio





## RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (this "Agreement") is entered into effective \_\_\_\_\_, 2022 by and among CJM Brookpark Properties LLC, an Ohio limited liability company (which with its successors and assigns is herein called "CJMBP"), and RFPDO, LLC, an Ohio limited liability company (which with its successors and assigns is herein called "RFPDO") (CJMBP and RFPDO each being an "Owner" and together, the "Owners").

### RECITALS

A. CJMBP is the owner in fee simple of a certain parcel of real property located in the City of Brook Park, County of Cuyahoga, and State of Ohio, and known as known as Cuyahoga County Permanent Parcel No. \_\_\_\_\_, as further described in Exhibit A-1 attached hereto and incorporated herein by reference (the "CJMBP Parcel").

B. RFPDO is the owner in fee simple of a certain parcel of real property located in the City of Brook Park, County of Cuyahoga, and State of Ohio, and known as known as Cuyahoga County Permanent Parcel No. \_\_\_\_\_, as further described in Exhibit A-2 attached hereto and incorporated herein by reference (the "RFPDO Parcel") (the CJMBP Parcel and RFPDO Parcel each being a "Parcel" and together, the "Parcels").

C. The Parcels share a common driveway area for pedestrian and vehicular ingress and egress to and from each of the Parcels, which is necessary to access Brookpark Road, a public right of way (the "Common Driveway").

D. The Parcels are adjacent to, and share a common boundary with, one another, and due to the proximity of the Parcels and common elements shared by the Parcels, minor, negligible encroachments of improvements may exist.

E. The Owners seek to establish a reciprocal shared access easement on the Parcels, and address related maintenance and restrictions pursuant to the terms and conditions set forth herein.

In consideration of the foregoing, and for the covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners hereby agree as follows:

#### 1. Access Easement — Common Driveway; Stormwater Drainage and Detention; Utilities.

(a) The Owners, as the owners of each of the Parcels, hereby grants a perpetual non-exclusive, reciprocal easement for the benefit and use of each Owner of the

Parcels and their respective agents, successors, assigns, tenants, guests, invitees, and other occupants (the "Permittees"), over, across, upon and through the Common Driveways (the "Access Easement"), as depicted on Exhibit B-1 (legal description) and Exhibit B-2 (schematic) attached hereto and incorporated herein. The Access Easement shall be for the sole purposes of vehicular and pedestrian ingress, egress, and access to and from the Parcels and the public right of way, twenty-four hours per day, seven days per week. The Owners of the Parcels shall be prohibited from installing any curbing, fencing or other barriers or obstructions on their respective Parcel that will in any way interfere with the use of the Access Easement. No charge or fee shall ever be made to Permittees for the use of the Access Easement. Owners shall not permit the parking of vehicles or the placement of other obstructions with the Access Easement so as to impede the two-way traffic flow over and across the Access Easement area, and shall police same. In the event an Owner fails to remove any vehicles or other obstructions that are parked and situated illegally following the other Owner's notice of same, the other Owner, at sole its option, may cause such vehicles or obstructions to be removed at the sole cost and expense of the obstructing Owner.

(b) The Owners, as the owners of each of the Parcels, hereby grants a perpetual non-exclusive, reciprocal easement for the benefit and use of each Owner of the Parcels and their Permittees to cross into, over and across each Parcel for stormwater drainage and detention, sewer, electricity, natural gas, water, telephone and all other utilities serving each Parcel.

## 2. Maintenance of the Common Driveways.

(a) At all times during the term of this Agreement, the Owners of the Parcels shall maintain the respective portion(s) of their Parcel that lies within the Common Driveways, at their own cost and expense, consistent with the character and quality of the improvements constructed thereon. Each Owner of the Parcels shall have, without limitation, the obligation to:

(i) Maintain all pavement on the Common Driveways located on its Parcel in a level, smooth and evenly covered condition, including, but not limited to, the filling in and repair of any potholes;

(ii) Remove all debris, filth and refuse in the Common Driveways located on its Parcel to the extent reasonably necessary to keep such Parcel in a clean and orderly condition;

(iii) Plow and remove snow in the Common Driveways located on its Parcel in a timely and thorough manner so as to permit the free flow of vehicular traffic and not interfere with the Owner's use of their respective Parcels.

(iv) Repair, at its own expense, any damage caused to the other Owner's Parcel in the exercise of its rights under this Agreement, and restore such disturbed area(s) as nearly as possible to the condition existing prior to the occurrence of the damage.

(b) Each Parcel benefits from the underground stormwater detention system and the electrical substations that are located along Keystone Parkway which feed the electricity to the Parcels (collectively, the "Critical Components"). In the event any repair or maintenance is required on the Critical Components, the Owners shall split the cost of such repair or maintenance, with sixty percent (60%) of the cost allocated to the CJMBP Parcel and forty percent (40%) of the cost allocated to the RFPDO Parcel.

(c) In the event an Owner shall fail to maintain its Parcel in accordance with Section 2(a) above, ("Defaulting Owner") and such failure shall continue for thirty (30) days following written notice to the Defaulting Owner from another Owner (a "Non-Defaulting Owner"), the Non-Defaulting Owner shall have the right, but not the obligation, to complete such maintenance to the Defaulting Owner's Parcel or to make such payment on the Defaulting Owner's behalf, and the Defaulting Owner shall pay the cost thereof to the Non-Defaulting Owner upon demand, together with the sum of eight percent (8%) of said costs for overhead. There shall be a perpetual non-exclusive easement for the benefit of each Parcel owner, and their Permittees, over, across, upon, and through the Parcels for the sole purpose of maintaining the Parcels in accordance with this Section 2(c).

### 3. Insurance and Indemnity.

(a) At all times during the term of this Agreement, the Owners shall each maintain, or cause to be maintained in full force and effect, a commercial general liability insurance policy, which includes both general liability coverage and property damage, and consequential damages arising therefrom.

(b) Each Owner hereby indemnifies and saves the other Owner harmless from and against any and all liabilities, damages, costs, reasonable expenses, causes of action, suits, claims or judgments (including, without limitation, reasonable attorney's fees and court costs) arising from personal injury, death or property damage and occurring on or from its own Parcel; *provided, however*, if such personal injury, death or property damage was caused by the intentional or negligent acts or omissions of the Owner or its Permittees, then that Owner shall not be protected or held harmless by this indemnity.

(c) All insurance policies required to be carried by the Owners, covering their respective Parcels, shall, to the extent permitted by law, expressly waive any right of subrogation or similar right on the part of the insurer against the other Owner. The Owners agree that their policies will include such waiver clause or endorsement. Notwithstanding the above, the Owners hereby agree and acknowledge that the waiver herein contained shall expressly extend to and

include any uninsured loss paid by the insured in the form of a deductible or self-funded retention cost.

4. **Minor Encroachments.** The Owners acknowledge and agree that due to the proximity of the Parcels, and common elements shared by the Parcels, minor encroachments of improvements between and among the Parcels may exist. Except as provided herein to the contrary, each Owner agrees to maintain in good operating order all sewer, electricity, natural gas, water, telephone and other utility lines, pipes, and conduits crossing into or over its Parcel and/or serving any improvements located thereon.

5. **Access.** In the event repairs or reconstruction shall be necessary, all necessary entries on the Parcels shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a reasonable and workmanlike manner. Each Owner hereby consents to the other Owner's the right to enter an adjacent Parcel at reasonable times to make any necessary repairs and reconstruction to the Common Driveways or any encroachments set forth in Section 4. Any Owner exercising its rights under this Section 5 shall give notice to the other Owner no less than 48 hours in advance of such Owner's desire to have access and shall only enter the other Owner's Parcel at reasonable times, except in the event of an emergency.

6. **Extent of Liability.** The easements, covenants and restrictions in this Agreement shall continue to be benefits and servitudes upon the Parcels and to run with the title thereto. Notwithstanding any other provision contained in this Agreement to the contrary and so long as the insurance obligations in Section 3 are satisfied, each Owner hereby expressly agrees that the obligations and liability of each of them shall be limited solely to such Owner's interest in its respective Parcel, as such interest is constituted from time to time. In furtherance of the foregoing, each Owner agrees that any claim against an Owner hereto shall be confined to and satisfied only out of, and only to the extent of, such Owner's interest in its Parcel, as such interest is constituted from time to time. Nothing contained in this paragraph shall limit or affect any right that any Owner might otherwise have to seek or to obtain injunctive relief or to specifically enforce the rights and agreements herein set forth.

7. **Heirs, Executors, Successors and Assigns.** This Agreement shall be binding upon Owners, all future owners of the Parcels, and all of their respective heirs, executors, administrators, successors and assigns, as the case may be. The terms and conditions set forth in this Agreement including, without limitation, the reciprocal easements herein granted, shall benefit and burden the Parcels in perpetuity, running with the land and the estates thereof. Each transferee of a Parcel, 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 with respect to the Parcel so conveyed.

8. **Governing Law.** This Agreement shall be governed by and controlled in accordance with the laws of the State of Ohio.

9. Amendment. This Agreement constitutes the entire agreement between the Owners and no oral or implied representation or understanding shall vary its terms. This Agreement may be modified only in writing executed and delivered by all the parties, or the successors or assigns of the Owners.

10. No Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Parcels to the general public or for any public use or purpose whatsoever, it being the intention that this Agreement be for the exclusive benefit of each Owner, and their Permittees, and that nothing herein, express or implied, shall confer upon any other person any rights or remedies under or by reason of this Agreement.

11. Injunctive Relief. In addition to the other rights and remedies hereunder or at law or in equity, and without limitation of any of the foregoing, Owners shall each be entitled to enjoin the other from any breach or threatened breach of any covenant, agreement, term, provision, or condition hereof.

12. Severability. If any provision of this Agreement or the application thereof to any entity, person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other entities, persons or circumstances shall not be affected thereby, and shall be enforced to the extent permitted by law. The provision of this Agreement are severable, and if any provision should, for any reason, be held invalid or unenforceable in any respect, it will not invalidate, render unenforceable or otherwise affect any other provision, and such invalid or unenforceable provision will be construed by limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable law.

IN WITNESS WHEREOF, the Owners have caused this Agreement to be executed as of the date set forth in the preamble.

CJM Brookpark Properties LLC

RFPDO LLC

By: \_\_\_\_\_  
Kirtland C. Frye, Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF OHIO

)  
) SS:

COUNTY OF CUYAHOGA

BEFORE ME, a Notary Public in and for said County and State, personally appeared Kirtlund C. Frye, Manager of **CJM Brookpark Properties LLC**, an Ohio limited liability company, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed individually and as such officer and the free act and deed of said Company. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to signer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

STATE OF OHIO

)  
) SS:

COUNTY OF \_\_\_\_\_

BEFORE ME, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ of **RFPDO, LLC**, an Ohio limited liability company, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed individually and as such officer and the free act and deed of said Company. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to signer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

*This document prepared by:*  
Connie S. Carr, Esq.  
Seeley, Savidge, Ebert & Gottrach Co, LPA  
26600 Detroit Rd., Suite 300  
Westlake, OH 44145  
(216) 566-8200

**Exhibit A-1**  
**(Legal Description – CJMBP Parcel)**

Exhibit A-2  
(Legal Description - RFPDO Parcel)



**Exhibit B-1**  
**(Legal Description – Access Easement)**

Exhibit B-2  
(Schematic)



