

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made effective as of this 22nd day of June, 2012, by and between **Ronald A. Rosati** and **Suzanne E. Rosati**, having an address of 10291 Kile Road, Chardon, Ohio 44024, (collectively, "Grantor"), and **Kile East, LLC**, having an address of 345 Nelmar Drive, Painesville Township, Ohio 44077 ("Grantee").

Recitals

WHEREAS, Grantor is the fee owner of certain real property located in the Township of Montville, County of Geauga and State of Ohio, which property is known as Permanent Parcel No. 20-053200 and legally described on Exhibit A attached hereto and made a part hereof ("Grantor's Property");

WHEREAS, Grantee is the fee owner of certain real property contiguous to Grantor's Property located in the Township of Montville, County of Geauga and State of Ohio, which property is more particularly identified as Permanent Parcel No. 20-013300 and legally described on Exhibit B attached hereto and made a part hereof ("Grantee's Property"); and

WHEREAS, Grantor has agreed to lease certain property to Grantee to provide Grantee with access over and across certain portions of Grantor's Property for ingress and egress to and from Grantee's Property in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby subject Grantor's Property and Grantee's Property, respectively, to the agreements and covenants set forth in this Agreement for the benefit of Grantee's Property, and Grantor and Grantee hereby declare that Grantor's Property and Grantee's Property, respectively, shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered subject to the provisions of this Agreement, which shall run with the title to Grantor's Property and Grantee's Property and be binding upon and inure to the

See map for location of access easmt.

benefit of all persons having any right, title or interest therein, and their respective heirs, legal representatives, successors, successors-in-title and assigns.

Section 1: Grant of Lease. Subject to the terms and conditions in this Agreement, Grantor hereby leases to Grantee, for use by Grantee and for use by any future owner(s) of Grantee's Property and any successors, tenants, guests, suppliers, contractors, invitees, agents and employees of Grantee, a perpetual, non-exclusive access way to serve Grantee's use of Grantee's Property for the purpose of ingress, egress and access over and across the portion of Grantor's Property described on Exhibit C attached hereto and incorporated herein by reference, and visually depicted on Exhibit D attached hereto and incorporated herein by reference ("Access Area"). The term of the lease shall be 99 years, and the term shall automatically and perpetually renew.

Section 2: Reservation. Grantor reserves unto itself and any future owner(s) of Grantor's Property and any successors, assigns, tenants, subtenants, licensees, guests, suppliers, contractors, customers, invitees, agents and employees of Grantor the right to use and enjoy the Access Area for any lawful purposes, provided that such use does not interfere with the exercise by Grantee of the rights hereby granted.

Section 3: Maintenance. Grantee and its successors and assigns shall maintain and repair the Access Area in a commercially reasonable manner as determined by Grantee in Grantee's sole discretion. Grantee may add or remove shrubs and trees, soil and aggregates within the Access Area, and bring onto the Access Area any equipment necessary for the same or for other maintenance purposes.

Section 4: Miscellaneous.

Section 4.1: No Obstruction. The Access Area shall remain open and unobstructed, except to the extent required to perform the obligations set forth in this Agreement, or in the event of an emergency and further provided that Grantee may construct a locking gate on the west end of the Access Area so long as a key is provided to Grantor.

Section 4.2: Non-Exclusive. The Access Area granted herein shall be non-exclusive.

Section 4.3: Entire Agreement; Modification. This Agreement contains the complete expression of the parties and there are no promises, representations, inducements or understandings, oral or written, except as herein provided. This Agreement may not be amended or modified except by a writing signed by the parties hereto or their successors or assigns.

Section 4.4 Authority. Each party hereto represents and warrants that such party has all power and authority necessary to execute this Agreement and to fulfill its obligations hereunder, and that this Agreement, when executed by such party, shall be valid and binding upon such party and its successors and assigns.

11/1/2018

Instrument 201200844336 OR Book Page 1928 286

Section 4.5 Successors. All covenants, rights and obligations contained in this Agreement, whether made by Grantor or Grantee, shall be deemed and shall constitute covenants running with the land, and shall be binding upon and inure to the benefit of the successors in title of Grantor and Grantee; it being understood and agreed that from and after any conveyance or transfer of the land parcels covered by this Agreement, the transferee shall be liable for the performance or observance of said covenants and agreements.

Section 4.6 Governing Law. This Agreement will be governed by the laws of the State of Ohio.

Section 4.7 Recordation. This Agreement shall be recorded in the Geauga County, Ohio Recorder's Office.

Section 4.8 Counterparts. This instrument may be executed in multiple counterparts, all of which taken together shall constitute a single document with the same force and effect as if all parties had signed the same copy of this instrument.

Section 4.9 Severability. If any provision of this Agreement shall, for any reason, be held to be unenforceable or in violation of any applicable law, then the invalidity of such specific provision shall not be held to invalidate any other provision of this Agreement which shall remain in full force and effect.

[Signature page follows]

Instrument prepared by Grantee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement
effective as of the date set forth above.

GRANTOR:

Ronald A. Rosati
Ronald A. Rosati

Suzanne E. Rosati
Suzanne E. Rosati

GRANTEE:

KILE EAST, LLC

By: Tim C. Sabatos

Title: Manager

CLIFFORD H. MCGUIRE
PROFESSIONAL SURVEYOR NO. 7770
9487 SHANK RD.
WINDHAM, OHIO 44288
330-326-3304

Description of Lease
for
Kile East, LLC



Exhibit C, 2.9551 Ac. Lease

Situated in the Township of Montville, County of Geauga, and State of Ohio and being known as part of Original Lot 2, Section 20 of said township, also known as Range 6, Town 9 of the Connecticut Western Reserve and further bounded and described as follows:

Commencing at a 1" iron pin found in a monument assembly on the centerline of Kile Road at Station 81+05.47 of the centerline survey records of Geauga County Engineers Office;

thence North 0° 45' 00" East, along the centerline of said Kile Road, a distance of 443.88 feet to point and the southwest corner of lands conveyed to W. & M. Morgan by 824-959 (P.P.N 20-042500) of Geauga County Deed Records (G. C. D. R.);

thence South 89° 43' 36" East, along the south line of said Morgan, a distance of 30.00 feet to the *true point of beginning* for the easement herein described, said point is witnessed by a 1" iron pipe found South 44° 30' 47" West, 0.27 feet

thence South 65° 21' 28" East, a distance of 77.31 feet to a 5/8" capped rebar set;

thence South 88° 22' 00" East, a distance of 1250.00 feet to a 5/8" capped rebar set;

thence South 72° 51' 22" East, a distance of 273.39 feet to a 5/8" capped rebar set;

thence South 58° 35' 13" East, a distance of 249.62 feet to a 5/8" capped rebar set;

thence South 80° 27' 26" East, a distance of 252.02 feet to a 5/8" capped rebar set;

thence South 86° 49' 15" East, a distance of 192.25 feet to a 5/8" capped rebar set;

thence North 53° 40' 00" East, a distance of 273.53 feet to a 5/8" capped rebar set;

thence North 73° 36' 11" East, a distance of 278.96 feet to a 5/8" capped rebar set on the west line of lands conveyed to Park Road Properties by 1886-2789 (P.P.N. 20-001300) of G. C. D. R.;

thence South 0° 34' 31" West, along the west line of said Park Road Properties, a distance of 62.73 feet to a point;

thence South 73° 36' 11" West, a distance of 250.10 feet to a point;

thence South 53° 40' 90" West, a distance of 273.87 feet to a point on the north line of lands conveyed to A. Fuchs by 1811-2028 (P.P.N. 20-053800) of G. C. D. R.

thence North 89° 43' 36" West, along the north line of said Fuchs, a distance of 133.86 feet to a point;

thence North 74° 30' 34" West, a distance of 94.96 feet to a point;

thence North 80° 27' 26" West, a distance of 259.75 feet to a point;

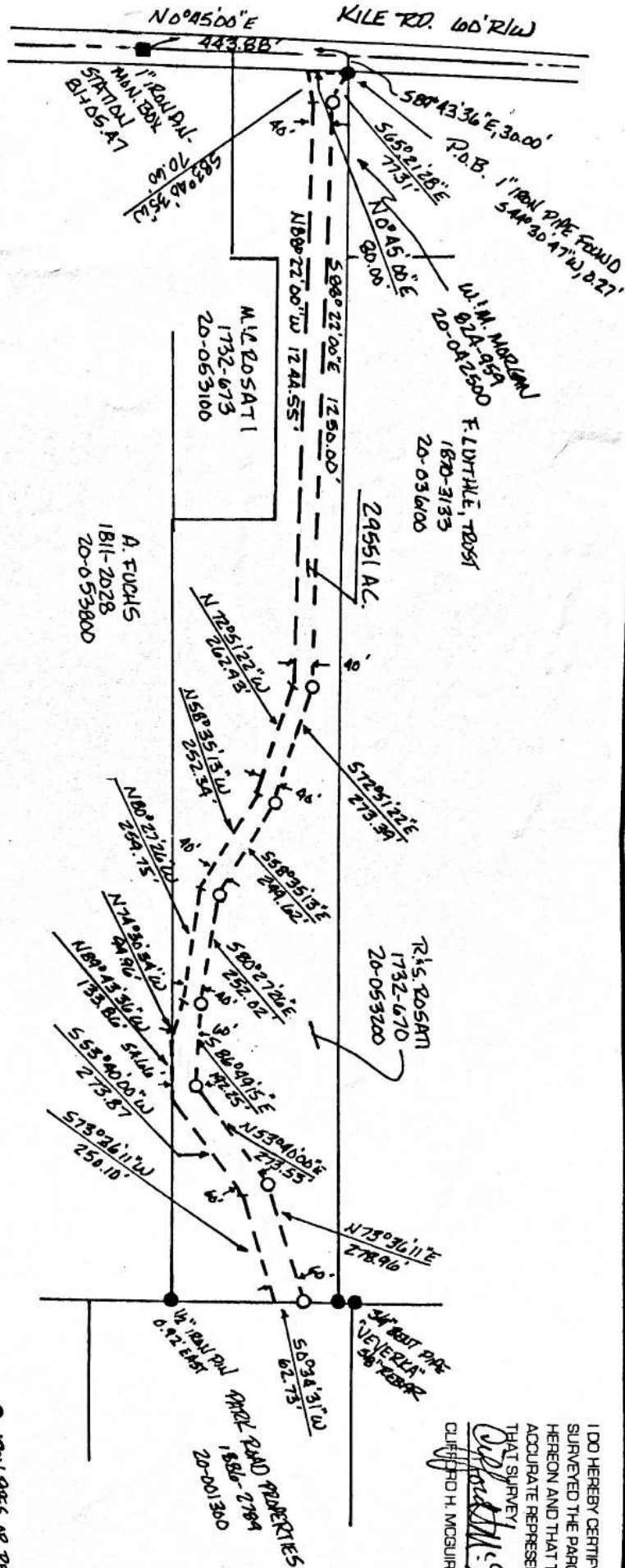
thence North 58° 35' 13" West, a distance of 252.34 feet to a point;

thence North 72° 51' 22" West, a distance of 262.93 feet to a point;

thence North 88° 22' 00" West, a distance of 1244.55 feet to a point;

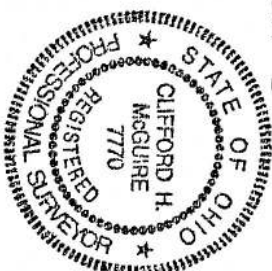
thence South 83° 40' 35" West, a distance of 70.60 feet to a point on the east line of said Kile Road;

thence North 0° 45' 00" East, along said east road line, a distance of 80.00 feet to the true point of beginning and containing 2.9551 acres of land as surveyed in September, 2010 by Clifford H. McGuire, Professional Surveyor No. 7770. The basis of bearing for the centerline of Kyle Road was taken from the deed of record 1732-670 to R. & S. Rosati. All rebars set were 5/8" x 30" with I.D. cap, "C. H. McGuire, P.S. 7770"



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IN WITNESS W.
Premises he
County, Ohio.
Prior to
the follow
to the s
Mar
Lia

EXHIBIT "D"



MAP OF SURVEY

FOR

KILE EAST LLC - LEASE

LOT 2 SECTION 12 TWP. 68N04

SCALE 1"=300' DATE SEP 24, 2010

SURVEYED BY: CLIFFORD H. MCGUIRE

9487 SHANK RD.

WINDHAM, OHIO 44288

330.325-3304

● = IRON PINS OR REBAR'S FOUND
○ = 5/16" x 36" LAPPED REBAR SET



I DO HEREBY CERTIFY THAT I HAVE
SURVEYED THE PARCELS SHOWN
HEREON AND THAT THIS MAP IS AN
ACCURATE REPRESENTATION OF
THAT SURVEY
Clifford H. McGuire
CLIFFORD H. MCGUIRE, P.S. #7770