

PARKING EASEMENT AGREEMENT

THIS PARKING EASEMENT AGREEMENT (“Easement Agreement”) is made and entered into as of this 22 day of February, 2019, by **MARCEL W. MYLEN** (“Mylen”), and **JAMES DOYLE, KAREN DOYLE, TIMOTHY O’DONNELL** and **ALICE O’DONNELL** (collectively, “Owners”). Mylen and Owners shall be referred to herein collectively as the “Parties” or individually as the “Party”.

RECITALS

- A. Owners are the owners of certain real property located in the City of Rocky River, Ohio identified as Parcels R-4 and R-5, and described and depicted on the attached Exhibit A (the “Owner Property”).
- B. Mylen is the owner of certain real property located in the City of Rocky River, Ohio known as 421 Riverdale Drive, Rocky River, Ohio, identified as permanent parcel number 301-09-038 and described on the attached Exhibit B (the “Mylen Property”).
- C. Mylen and the predecessor in interest to the Owner Property entered into that certain Parking License Agreement, dated March 23, 2005, which was recorded on March 29, 2005 as Document Number 200503290662 of the Cuyahoga County, Ohio Records (the “License Agreement”). Pursuant to the terms of the License Agreement, Mylen holds a non-exclusive right to use a portion of the Owner Property for parking purposes.
- D. Mylen and the Owners have agreed to terminate the License Agreement and the Owners have agreed to grant Mylen a permanent easement to park over a portion of the Owner Property, pursuant to the terms and conditions of this Easement Agreement.

NOW, THEREFORE, for the consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Owners and Mylen hereby agree as follows:

Section 1. Termination of License Agreement. The License Agreement shall terminate upon the completion of the Parking Improvements. Provided that the requirements of the Temporary Easement are being fulfilled, Mylen's rights under the License Agreement shall be suspended. Upon completion of the Parking Improvements, Mylen and the Owners shall execute a termination in substantially the form attached hereto as Exhibit C, which shall be promptly filed of record (the "Termination").

Section 2. Easements

A. The Owners, for themselves and their successors and assigns, hereby grant to Mylen:

- (1) a permanent, exclusive easement on, over, through and across parcel Parcel R-4, (the "Exclusive Parking Area") for the purpose of surface parking for and by Mylen and his guests, designees, invitees, tenants, licensees, successors and assigns, for the benefit of the Mylen Property, together with rights of ingress and egress to such parcel (the "Permanent Easement"); and
- (2) a temporary easement on, over, through and across that portion of Parcel R-5 located in front of parcel number 301-09-038 for the same purposes as described in Section 2.A.(1) above until the Parking Improvements (as defined below) are constructed pursuant to the terms of Section 3, below (the "Temporary Easement").

B. The Temporary Easement shall terminate at such time as the Owners have finished construction of the Parking Spaces, as set forth in Section 3.A., below.

Section 3. Parking Improvements and Maintenance

A. The Owners shall, at their sole cost and expense, make the following improvements to the Exclusive Parking Area within one (1) year of the recording of this Easement Agreement (the "Parking Improvements"):

- (1) clear, pave and stripe two (2) parking spaces (each approximately 11 feet wide and 18 feet long) (the "Parking Spaces"); and
- (2) install any retaining walls or protection barriers (collectively, the "Protective Barriers") reasonably necessary to protect the Parking Spaces.

B. Once constructed, Mylen shall, at its sole cost and expense, maintain, repair, and replace the Exclusive Parking Area, including, without limitation, the following (the "Parking Maintenance Obligations"):

- (1) maintain all pavement in a level, smooth, and evenly covered condition, and repair all potholes, depressions, and dangerous conditions;
- (2) regularly remove all paper, debris, filth, and refuse to the extent reasonably necessary to keep the Exclusive Parking Area in a clean and orderly condition;
- (3) remove all snow and ice from the Parking Spaces to areas, designated by Owners, that are reasonably close to the Exclusive Parking Area.

The Parking Maintenance Obligations shall be performed in accordance with all applicable ordinances, regulations and laws.

C. Once constructed, Owners shall, at their sole cost and expense, maintain, repair and replace the Protective Barriers as reasonably necessary for the protection of the Parking Spaces. The same shall be performed in accordance with all applicable ordinances, regulations and laws.

D. All construction and maintenance activities undertaken with respect to the Parking Spaces and the Protective Barriers shall be performed in a commercially reasonable and workmanlike manner and without unreasonably interfering with the other Party's rights to use and enjoy the Owner Property or the Mylen Property, as the case may be.

E. At no time shall Mylen make or create, or permit to be made or created, any encumbrance, mortgage, or lien upon the Exclusive Parking Area or the interest conferred by this Easement Agreement separate from the lien(s) on the Mylen Property. The Owners shall cause any mortgage or other lien on the Owner Property at the execution and recording of this Easement Agreement to be subordinated to this Easement Agreement.

F. After construction of the Parking Spaces, Mylen shall be liable for the cost of any electricity or other utilities controlled by Mylen that service the Parking Spaces.

G. Mylen may place signs on the Exclusive Parking Area to identify the Parking Spaces as being reserved for Mylen's use in accordance with this Easement Agreement.

Section 4. Easement Agreement to Run with the Land

This Easement Agreement, and all rights and obligations contained herein, shall run with the land and be binding on and inure to the benefit of the Parties, their heirs, successors, and assigns. Any transferee of any portion of the Mylen Property or the Owner Property shall automatically be deemed, by acceptance of the title to said property, to have assumed all obligations of this Easement Agreement relating thereto to the extent of its interest in said portion of the properties and the transferor shall upon the completion of such transfer be relieved of all further liability under this Easement Agreement except liability with respect to matters that may have arisen during its period of ownership, if any.

The Easements granted in this Easement Agreement are easements appurtenant to the dominant estate of the Mylen Property, and are for the sole benefit of the Mylen Property.

Section 5. Indemnification and Insurance

A. Each Party shall indemnify, defend and hold harmless the other Party from and against any and all claims for damages (including, without limitation, any legal fees actually incurred), which the indemnified Party may incur as a result of the indemnifying Party's failure to perform its obligations under this Agreement, except to the extent such claims arise from the negligence or willful misconduct of the indemnified Party.

B. Mylen shall, at his own expense, obtain, carry, and maintain general liability insurance against any liability for personal injury, wrongful death, or property damage related to the use of the Parking Spaces (the "Insurance Policy"). Such Insurance Policy shall be held with a financially responsible insurer authorized to do business in the State of Ohio, and shall contain a combined single limit equal to or in excess of one million dollars (\$1,000,000) per person, per occurrence. Any such Insurance Policy shall name the Owners as additional insureds.

Mylen shall provide the Owners with evidence of such coverage sufficient to determine that the Insurance Policy satisfies the requirements of this Section 5.

Section 6. Consideration

As consideration for the Owners granting the Permanent Easement, Mylen shall pay the Owners \$3,000.00 in the form of immediately available funds immediately upon the completion of the Parking Improvements.

Section 7. Compliance with Applicable Law and Plans

Mylen shall comply with all applicable ordinances, regulations, and laws with respect to its exercise of its rights and obligations under this Easement Agreement.

Section 8. Events of Default

If either Party fails to perform the obligations set forth herein, and if such failure continues for a period of thirty (30) days after written notice from the other Party, then the non-breaching Party may cure the default and submit a statement and substantiating documentation to the breaching Party for reimbursement of the actual, out-of-pocket costs reasonably incurred by the non-breaching Party in curing such default on behalf of the breaching Party. The breaching Party shall reimburse the non-breaching Party for such expenses within thirty (30) days after receipt thereof. Notwithstanding the foregoing, in the case of any such failure which cannot be cured by the payment of money and cannot with diligence be cured within such thirty (30) day period, if the breaching Party shall commence promptly to cure the same and thereafter prosecute the curing thereof with diligence, the time within which such failure may be cured shall be extended for such period not to exceed six (6) months as is necessary to complete the curing thereof with diligence. Upon any default of a breaching Party not promptly cured pursuant to the terms of this Section, the non-breaching Party shall have the right to pursue any right or remedy that it may have at law or in equity against the breaching Party resulting from such default.

Section 9. Governing Law; Venue

This Easement Agreement and the rights and obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Ohio, without giving effect to any principles of conflicts of laws. All disputes arising under this Easement Agreement must be litigated in the Cuyahoga County Court of Common Pleas and the parties consent to submit themselves to the jurisdiction and venue of that court.

Section 10. Severability; Entire Agreement; Counterparts

If any provision of this Easement Agreement or the application thereof to any entity, person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Easement 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 and recorded in the property records of Cuyahoga County, Ohio.

This Easement Agreement contains the entire agreement of the parties as to the matters set forth herein. There are no agreements, representations, warranties or other statements whatsoever by or between the parties, whether written or oral, express or implied, with respect to the subject matter of this Easement Agreement. This Easement Agreement shall not be amended, modified or terminated except in writing signed by both parties hereto.

This Easement Agreement may be executed in counterparts.

Section 11. Notices

A. All written communications that may be or are required to be sent by either party to the other will be deemed to have been properly sent, as follows:

1. If intended for Mylen, when mailed by overnight mail with the postage prepaid, to:

421 Riverdale Drive
Rocky River, OH 44116

2. If intended for the Owners, when mailed by overnight mail with the postage prepaid, addressed to:

425 Riverdale Drive and 427 Riverdale Drive
Rocky River, OH 44116

B. If either party wishes to change the address to be used for written communication, it shall inform the other party in writing.

[Signature pages to follow]

IN WITNESS WHEREOF, Mylen and the Owners have caused this Agreement to be executed as of February 6, 2019.

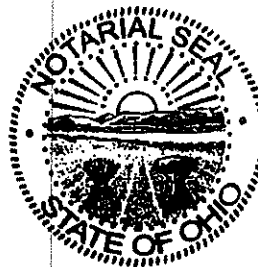
By: Marcel Mylen
Marcel Mylen

STATE OF OHIO)
) SS:
COUNTY OF Cuyahoga)

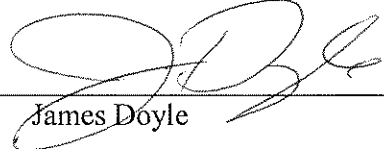
BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Marcel Mylen, who acknowledged that he did sign the foregoing instrument, and that the same is his free act and deed individually.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal this 6th day of February , 2019.

Kristina A. Nowak
Notary Public



KRISTINA A. NOWAK
NOTARY PUBLIC
FOR THE
STATE OF OHIO
My Commission Expires
January 1, 2022

By: 
James Doyle

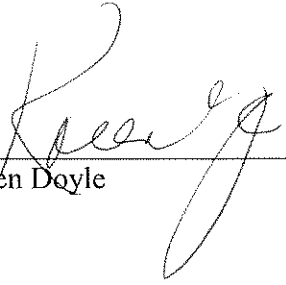
STATE OF OHIO)
) SS:
COUNTY OF Cuyahoga)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named James Doyle, who acknowledged that he did sign the foregoing instrument, and that the same is his free act and deed individually.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal this 22 day of February 2019.

LATOYA STURGIS-ELLIOTT
Notary Public, State of Ohio
My Commission Expires Sept. 27, 2020


Notary Public

By: 
Karen Doyle

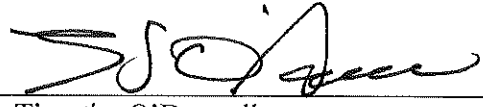
STATE OF OHIO)
) SS:
COUNTY OF Cuyahoga)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Karen Doyle, who acknowledged that she did sign the foregoing instrument, and that the same is her free act and deed individually.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal this 22 day of February 2019.

LATOYA STURGIS-ELLIOTT
Notary Public, State of Ohio
My Commission Expires Sept. 27, 2020



Notary Public

By: 
Timothy O'Donnell

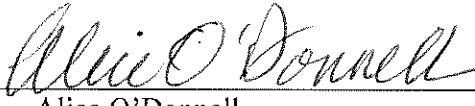
STATE OF OHIO)
) SS:
COUNTY OF Cuyahoga)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Timothy O'Donnell, who acknowledged that he did sign the foregoing instrument, and that the same is his free act and deed individually.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal this 27 day of February 2019.


Notary Public


LATOYA STURGIS-ELLIOTT
Notary Public, State of Ohio
My Commission Expires Sept. 27, 2020

By: 
Alice O'Donnell

STATE OF OHIO)
) SS:
COUNTY OF Cuyahoga)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Alice O'Donnell, who acknowledged that she did sign the foregoing instrument, and that the same is her free act and deed individually.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal this 25 day of February 2019.


Notary Public

LATOYA STURGIS-ELLIOTT
Notary Public, State of Ohio
My Commission Expires Sept. 27, 2020

Exhibit A

Owner Property

(See Attached)

Exhibit B

Mylen Property

Situated in the City of Rocky River, County of Cuyahoga and State of Ohio:

And known as being all of Parcel "A-3" in the Cosa Mia Lot Split & Consolidation No. 2, of part of Original Rockport Township Section No. 24, as shown by the recorded plat in Volume 338 of Maps, Page 10 of Cuyahoga County Records, and containing 0.1245 acres (5,424 Square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, Stuart W. Sayler, Registered Surveyor No. S8028, dated February, 2005, be the same more or less, but subject to all legal highways and easements of record.

PPN: 301-09-038

Commonly known as: 421 Riverdale Drive, Rocky River, OH 44116

Exhibit C

TERMINATION OF PARKING LICENSE AGREEMENT

This Termination of Parking License Agreement (“Release”) given as of the ___ day of _____, 201_ by Marcel Mylen (“Mylen”).

RECITAL

- A. Mylen and James Doyle, Karen Doyle, Timothy O’Donnell and Alice O’Donnell entered in that certain Parking Easement Agreement dated _____, 2019.
- B. In that Parking Easement Agreement, Mylen agreed to execute this Release upon Completion of the Parking Improvements, as defined therein.
- C. Mylen acknowledges that the Parking Improvements have been completed.

NOW, THEREFORE, Mylen does hereby terminate the Parking License Agreement and authorizes the recording of this Release in the Cuyahoga County Records.

By: _____
Marcel Mylen

STATE OF OHIO)
) SS:
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Marcel Mylen, who acknowledged that he did sign the foregoing instrument, and that the same is his free act and deed individually.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal this _____ day of _____, 201_.

Notary Public