

EASEMENT FOR CONSTRUCTION, RECONSTRUCTION, OPERATING,
MAINTAINING, REPAIRING AND REPLACING STORM DRAINAGE FACILITIES, AND
APPURTENANCES THERETO IN, UNDER, ACROSS AND THROUGH CERTAIN
LANDS OWNED BY

The Peachtree Place Homeowners' Association ("Agreement")
(Permanent Parcel No. 454-32-002)

KNOW ALL PERSONS BY THESE PRESENTS that The Peachtree Place Homeowners' Association, its successors and assigns (hereinafter collectively referred to as "Grantor") who is the owner of certain land by deed recorded as Instrument No. 200406220417 of Cuyahoga County Records (hereinafter referred to as "Premises") in consideration of the sum of one dollar (\$1.00) the receipt of which is acknowledged by Grantor, and for other good and valuable consideration received to their full satisfaction, do hereby give, grant, bargain and convey, unto the City of Parma (hereinafter referred to as "Grantee"), its successors and assigns, the non-exclusive perpetual right and non-exclusive perpetual easement to enter upon that portion of the Grantor's Premises, as described in Exhibit "A", attached hereto and expressly made a part hereof by reference (hereinafter referred to as the "Easement Area"), and to remove trees and other obstructions when necessary and in, under, across and through the aforesaid Easement Area to lay, construct, relay, reconstruct, maintain, operate, use, alter and repair storm drainage facilities, and appurtenances thereto and also the non-exclusive right to enter upon the aforesaid Easement Area, or any part thereof at any time for any of the foregoing purposes and the doing of all things necessary or incident thereto.

Whenever removal, installation, construction, reconstruction, maintenance, alteration, repair, or replacement, on, or removal of any of the storm drainage facilities, in, on, or to the Easement Area or to adjacent property, by Grantee or anyone acting on behalf of Grantee under the terms of this Agreement, Grantee shall return and restore the Easement Area to its original topographical and landscape condition and restore the surface of the land, pavement, driveways, sidewalks, and curbs, if the same are affected by any work, at Grantee's sole cost and expense. Grantee shall restore or replant trees and shrubs moved or removed from the Easement Area in and to a location that the parties mutually agree upon, at Grantee's sole expense.

EXHIBIT-"A"

Grantee is solely and fully responsible for any cost and/or expense incurred in connection with the future removal, installation, construction, reconstruction, maintenance, alteration, repair, or replacement, on, or removal of any of the storm drainage facilities, in, on, or to the Easement Area.

Grantor hereby restricts said Premises within the limits of the aforesaid Easement Area against the construction thereon of any buildings or other structures of a temporary or permanent type, or the construction in, over or subjacent to the above described Easement Area of any tunnels, sewers, ducts, pipes or poles within the limits of the above described Easement Area. Further to restrict the storing or placing of any materials, parking of any vehicles of any type, equipment or obstruction thereon, or otherwise interfering with the access to or the maintenance of the storm drainage facilities, and appurtenances thereto and also restrict the planting or sufferance thereon or in such proximity thereto of trees and shrubbery which may restrict the accessibility of the storm drainage facilities, and appurtenances thereto.

Grantor hereby reserves the right to free ingress and egress over, under, across and through the Easement Area and use of said Premises within the limits of the above described Easement Area as are not herein expressly prohibited by and are not inconsistent with the rights and easement hereby granted.

No signatory for Grantor assumes, nor will he or she be under any personal liability or obligation by reason of this Agreement.

Grantee, at its sole cost, will cause a copy of this Agreement to be recorded with the Cuyahoga County Fiscal Office, and will provide a recorded copy of the same to Grantor within 30 days of the execution of this Agreement.

TO HAVE AND TO HOLD the above granted easement and the storm sewers, storm sewer culverts, and appurtenances thereto which may be installed therein and any further additions installed by Grantee subsequently in, over and through such Easement Area for the purposed mentioned herein given unto Grantee by Grantor forever. And the Grantor does for itself and its successors and assigns covenant with the Grantee and its successors and assigns, that at the time and until the sealing of these presents, the Grantor is well seized of the above described Premises as a good and indefeasible estate in fee simple and has good right to bargain and grant the same in manner and form as written above and that Grantors will warrant and defend said Premises with the appurtenances thereunto belonging to the Grantee, its successors and assigns against all lawful claims and demands whatsoever for the purposes herein described.

This Permanent Easement was authorized by Resolution No. _____, adopted by the Council of the City of Parma on the _____ day of _____, 20_____.

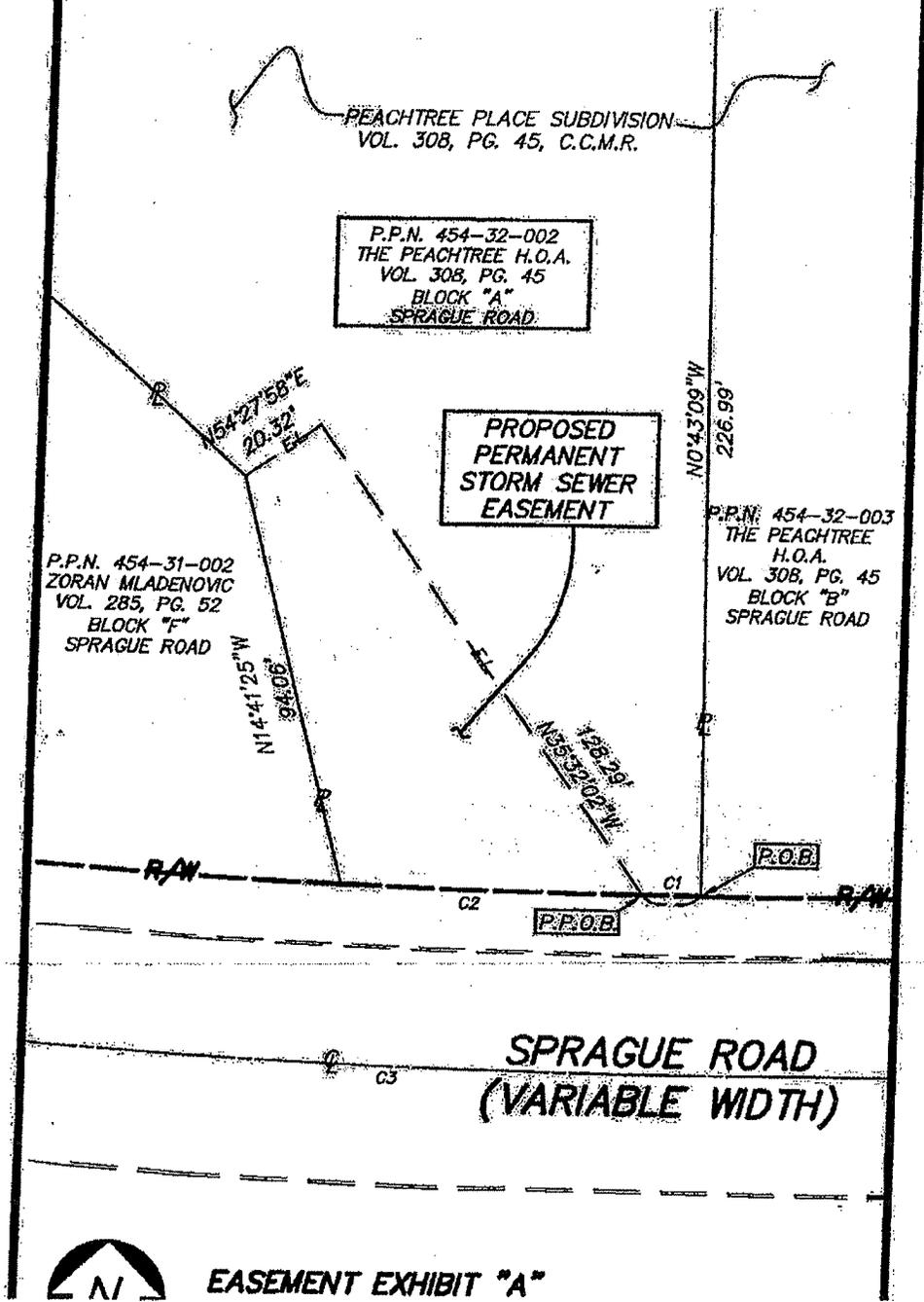
Clerk of Council, City of Parma

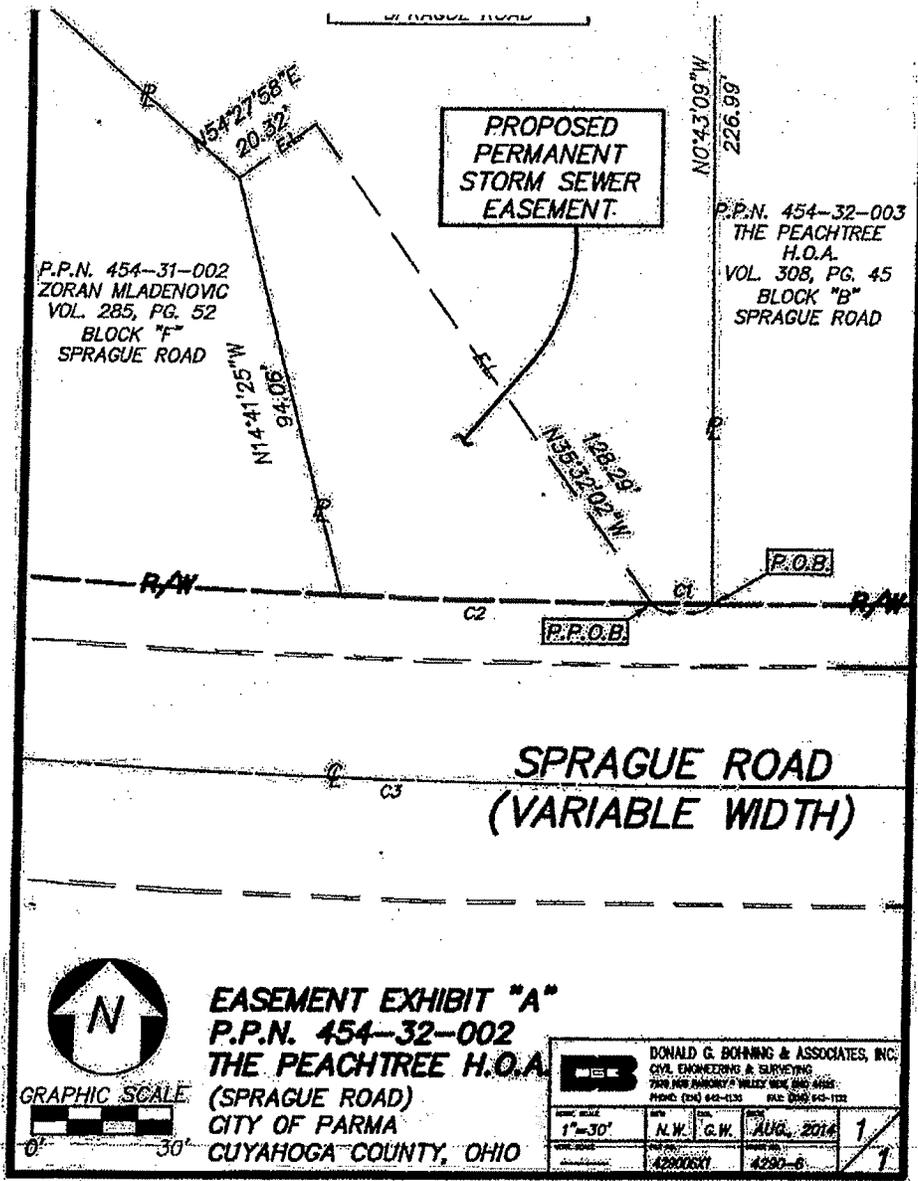
Approved as to Form³

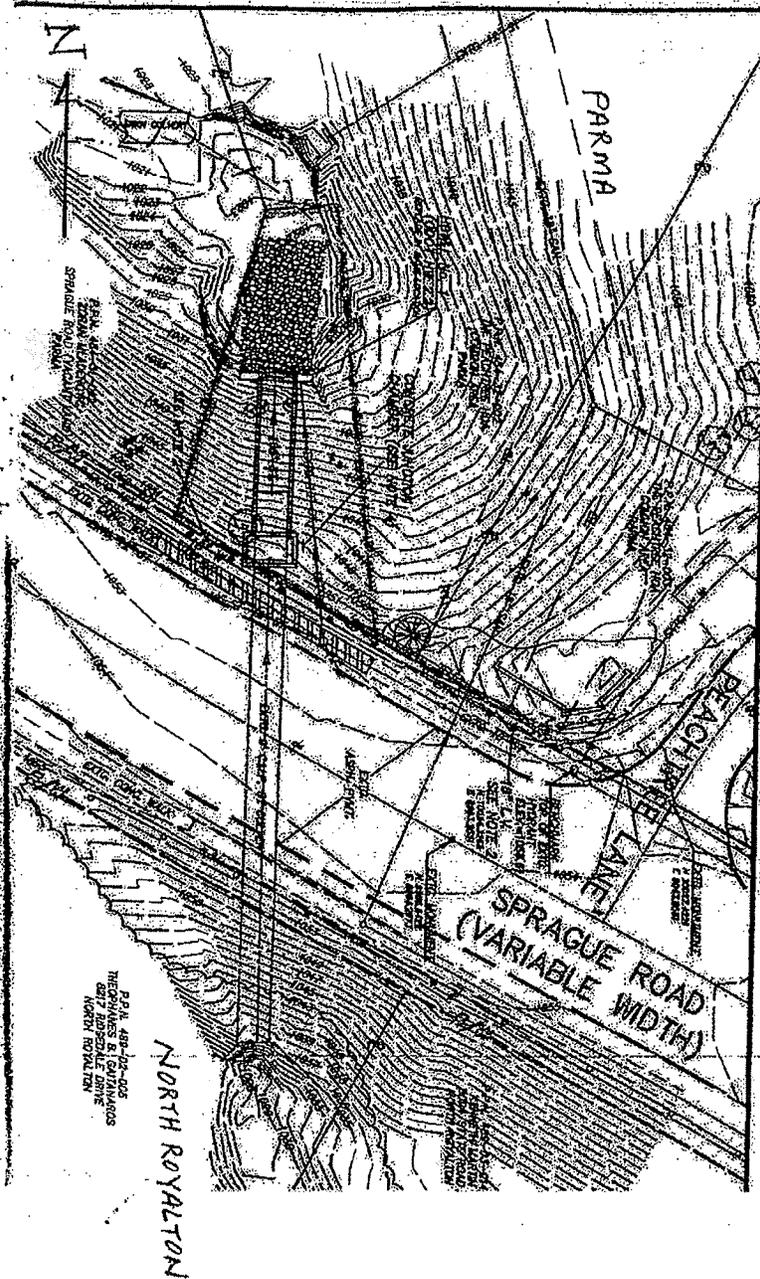
Law Director, City of Parma

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	2,252.90'	13.17'	6.58'	13.17'	N89°39'42"W	0°19'48"
C2	2,252.90'	67.27'	33.64'	67.26'	N88°38'20"W	1°42'36"
C3	2,292.90'	1007.18'	511.85'	993.11'	N78°08'07"W	25°10'12"







PLAN

RIGHT OF ENTRY

This right-of-entry is granted on this 3rd day of ^{Nov} ~~October~~, 2014, by The Peachtree Place Homeowners' Association, together with their heirs, administrators, executors, successors and assigns, herein after called the OWNER, to the CITY OF PARMA, OHIO, and/or its duly authorized departments, divisions, employees, agents, contractors and/or subcontractors, hereinafter called the CITY OF PARMA.

WHEREAS, the OWNER owns the real property located at Sprague Road, Parma, Ohio, 44134, Permanent Parcel No. 454-32-002 (the "Property"); and,

WHEREAS, the CITY OF PARMA needs to perform certain work as described below on the PROPERTY, requiring work beyond the limits of the Easement for Construction, Reconstruction, Operating, Maintaining, Repairing and Replacing Storm Drainage Facilities, and Appurtenances Thereto In, Under, Across and Through Certain Lands Owned By The Peachtree Place Homeowners' Association ("Easement Agreement") entered into by OWNER and CITY OF PARMA contemporaneously with this Right of Entry; and

WHEREAS, it has been deemed necessary that the CITY OF PARMA be granted the right to enter upon the Property of the OWNER prior to and during the performance of the aforementioned work;

NOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that in consideration of the covenants herein contained, and for other good and valuable consideration which is hereby acknowledged by the OWNER and the CITY OF PARMA, it is hereby mutually agreed as follows:

1. That the OWNER hereby grants a right-of-entry over their Property for access to the work area as shown on the Work Area Exhibit, attached to and incorporated into this Right of Entry ("Work Area"), to the CITY OF PARMA for the purpose of performing the following work located on the PROPERTY: Excavating and repairing the Sprague Road Storm Culvert on the subject PROPERTY, associated grading work, and restoration of all disturbed areas with grass cover, all per requirements of the City of Parma Engineer ("Work").
2. That this right-of-entry is granted only for the purpose of performing the Work in the Work Area, and shall terminate upon completion of such Work.
3. CITY OF PARMA or anyone acting on its behalf, shall return and restore the Property to its original topographical and landscape condition and restore the surface of the land, pavement, driveways, sidewalks, and curbs, if the same are affected by the Work, at CITY OF PARMA's sole cost and expense. CITY OF PARMA shall restore or replant trees and shrubs moved or removed from the PROPERTY in and to a location that the parties mutually agree upon, at its sole expense.

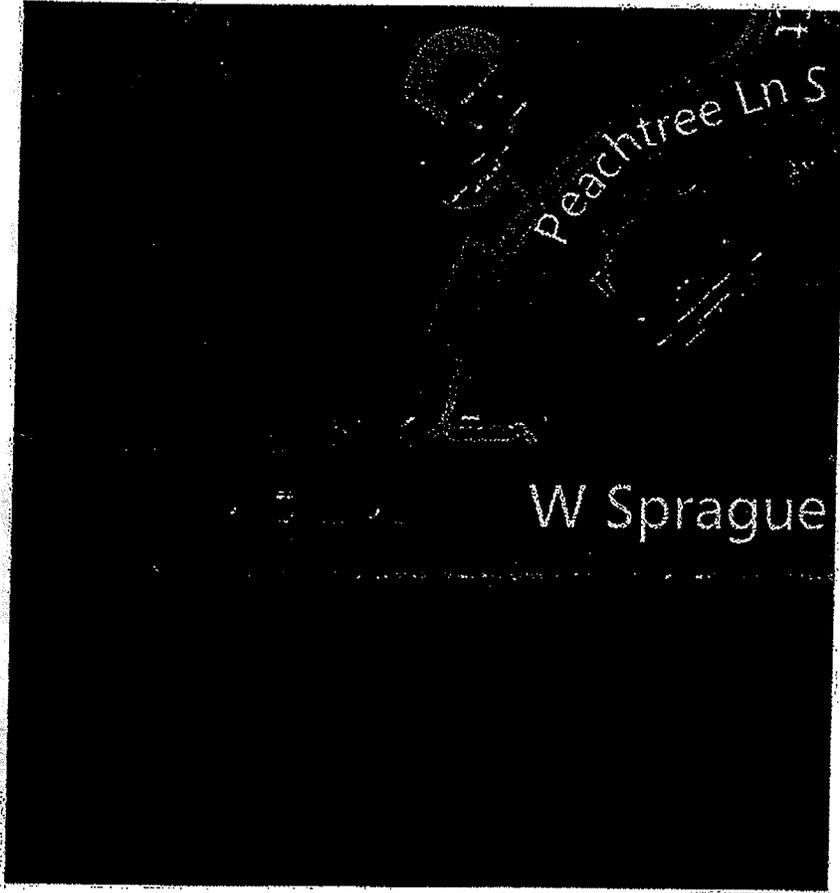
IN WITNESS WHEREOF, Carolyn Lehman, President of The Peachtree Place Homeowners' Association, has hereunto placed her hand on this 3rd day of ^{November} ~~October~~, 2014.

WITNESSES:

Carol Hartwell
Donald A. Thiel

OWNER: The Peachtree Place Homeowners' Association,

Carolyn Lehman, President
By: Carolyn Lehman, President



WORK AREA EXHIBIT