

## **STORM SEWER EASEMENT AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, That The Cleveland Electric Illuminating Company, an Ohio corporation, having a principal place of business at, 76 South Main Street, Akron, Ohio 44308, hereinafter together with its successors and assigns called the GRANTOR, claiming title by virtue of instrument recorded in Deed Book 10157, Page 166, in the Cuyahoga County Recorder of Deeds Office, for and in consideration of the sum of ONE and 00/100 Dollars (\$1.00) and other good and valuable considerations received of The City of Parma, a municipal corporation, having a principal place of business at, 6611 Ridge Road, Parma, Ohio 44129, hereinafter together with its successors and assigns called the GRANTEE, the receipt of which is hereby acknowledged, does hereby give and grant unto the Grantee an easement and right of way twenty five (25) feet in width and fifty (50) feet in length (the "Storm Sewer Right of Way") to lay, install, operate, maintain, inspect, repair, replace and/or remove a thirty-six (36)-inch diameter reinforced concrete storm sewer including the installation of a standard half-headwall and rock outlet protection to reduce future erosion (the "Storm Sewer") including the right of reasonable ingress and egress through, under and across the following described parcel(s):

Situated in the City of Parma, County of Cuyahoga, Ohio, being known as Tax Parcel No. 452-25-001, as described on Exhibit "A" and shown on Exhibit "B", each attached hereto and made a part hereof (the "Premises").

The rights herein granted in this agreement (the "Easement") shall include the right of reasonable ingress and egress to and from said Storm Sewer Right of Way for the purpose of laying, installing, operating, maintaining, inspecting, repairing, altering, and removing said Storm Sewer within said Storm Sewer Right of Way, and the right and obligation to clear and keep cleared all trees, vegetation, roots, and underbrush as may reasonably deemed to interfere with or endanger said Storm Sewer.

## TEMPORARY EASEMENT

Grantor also grants unto Grantee a temporary easement ("Temporary Easement") for a period of up to Fourteen (14) months from the date of execution of this Easement ("Termination Date"), over other lands of Grantor depicted as "Site Plan #7423 and #7427 Meadow Lane Storm Sewer Outfall Repair" page 2 of 5, dated May, 2014 and prepared by Donald G. Bohning & Associates, marked Exhibit "C", attached hereto and made part hereof, for the sole purpose of constructing the Storm Sewer within said Storm Sewer Right of Way on the Premises. Said Temporary Easement shall terminate immediately upon the earlier of the: (i) completion of the construction of said Storm Sewer within the Storm Sewer Right of Way herein granted; or (ii) Termination Date.

This Easement is made subject to the following terms and conditions:

### GRANTOR USE OF STORM SEWER RIGHT OF WAY

The Grantor reserves the right to use or encroach on the Storm Sewer Right of Way area herein described for any purpose and in any manner whatsoever, provided that such use does not interfere with or obstruct the rights herein granted. Nothing in this Easement is to be interpreted or construed as preventing unfettered access by Grantor.

### GRANTEE USE OF STORM SEWER RIGHT OF WAY

Except during the course of construction of said Storm Sewer on the Premises, and during the term of the Temporary Easement, Grantee agrees that no equipment, trailers or vehicles used in the construction, operation, and maintenance of said Storm Sewer shall be parked or stored on the Premises at any time. Grantee shall use the Storm Sewer Right of Way and Premises solely for the purposes and uses set forth in this Easement.

### CONSTRUCTION, OPERATION, AND MAINTENANCE

Grantee agrees the said Storm Sewer shall be constructed, operated and maintained in accordance with all applicable laws, governmental orders, permit terms and conditions, and rules and regulations. Grantee agrees that said Storm Sewer shall be installed: (a) in accordance with Grantee's Drawing entitled Number(s) 1-5 as prepared by Donald G.

Bohning & Associates dated May, 2014 and entitled, "Site Plan #7423 and #7427 Meadow Lane Storm Sewer Outfall Repair"; and (b) in accordance with federal, state, and local codes and regulations.

Grantee shall be responsible for obtaining and following any and all environmental or other permits that may be necessary to support said Storm Sewer construction, operation, or maintenance activities upon the Storm Sewer Right of Way or Premises.

#### AS-BUILT DRAWINGS

Upon completion of construction of said Storm Sewer and prior to Storm Sewer being placed in service, Grantee agrees to provide Grantor with as-built drawings indicating the exact pipeline location and depth within the Storm Sewer Right of Way.

#### GRADING AND PIPELINE DEPTH

Grantee shall not change the grade of the Storm Sewer Right of Way or Grantor's adjacent fee property herein granted nor impound water within said Storm Sewer Right of Way. Grantee agrees said Storm Sewer shall be buried at least four (4) feet below ground level wherever possible so as not to interfere with Grantor's use of the Premises and design of said Storm Sewer shall incorporate the expectation that the Grantor will be using heavy equipment on the Premises, therefore, all underground facilities shall be capable of withstanding H20 (32,000 lb. axle load) loading.

#### EXCAVATION, REFILL, AND STOCKPILES

Grantee, by exercising the rights herein granted, agrees that all excavation and refill shall be by the double ditch method (the topsoil is placed on the left side of the trench and the subsoil to the right. After the trench is dug and the pipe is laid, the site is restored putting the subsoil back first and then the topsoil, before seeding). The area shall be restored to a condition conforming to the remainder of the Premises and to substantially the same condition that existed prior to excavation, and the surface thereof shall be on the same grade as adjacent lands. Except for federally required pipeline markers, no above ground structures or ground change elevations are permitted. Grantee shall immediately remove and dispose of any waste material or spoils associated with Grantee's use of the Premises. Grantee shall clear and keep cleared all trees,

roots, debris and underbrush as may interfere with or obstruct said Storm Sewer. Except during the course of construction of said Storm Sewer, there shall be no material stockpiles (gravel, pipe, soil, etc.) upon the Storm Sewer Right of Way or on the Premises.

#### ELECTRIC FACILITY CLEARANCE

Grantee or its agents shall at all times maintain, with personnel and equipment, a minimum horizontal distance of fifty (50) feet from any electric utility structures, including but not limited to, towers, poles and guy wires and any excavations near said electric utility structures shall incorporate methods to prevent soil strength reductions. Should any work associated with the proposed construction encroach on the fifty (50)-foot clearance noted above, Grantee shall be responsible for any and all expenses associated with reinforcing or holding of Grantor's facilities to allow construction and or repair of said Storm Sewer.

#### TRANSMISSION STORM SEWER RIGHT OF WAY GUIDELINES

Grantee agrees to the terms and conditions as specified on the attached document entitled: "FirstEnergy High-Voltage Transmission Right-of-Way Restrictions" marked Exhibit "D", attached hereto and made a part hereof.

#### SAFETY COMPLIANCE

Grantee its employees, agents, invitees and contractors shall at all times comply with the requirements of the National Electrical Safety Code ("NESC") standards and shall maintain with its equipment and personnel Occupational Safety Health Act ("OSHA") safe-working clearances from a person or any conductive object to the energized bare wires as well as any other applicable federal, state or local safety requirement, with respect to the design, installation, maintenance and operation of the Storm Sewer facilities, and shall warn and cause any other person including employees, agents, invitees and contractors of Grantee working on or around said Storm Sewer to do the same. Any encroachment may create a hazardous condition and contact with or arcing of the energized conductors will cause property damage or serious bodily injury, including death. Grantee shall provide warning signs to indicate "Overhead Electric Lines Above" when performing work near Grantor's electrical facilities. Furthermore, Grantee agrees that all work performed in connection with the Storm Sewer shall be performed

in accordance with accepted engineering practices including, cathodic protection, bonding, and/or grounding to eliminate, as much as practicably possible using the most current standards and technologies, any effect of induced voltage or stray fault currents on any ductile iron pipe as well as any other conductible material or object. Grantee shall be solely responsible to permanently install, operate and maintain monitoring equipment required to monitor Grantee's facilities to insure the safe operation and maintenance of equipment, devices, pipelines and facilities.

### DAMAGES

Grantee will immediately repair, replace or pay for any and all damages of any kind whatsoever to the Premises caused by or related to the installation, operation, maintenance, repair or removal of said Storm Sewer and will pay Grantor for any and all damages to Grantor's facilities or structures located on said Premises caused by or related to the installation, operation, maintenance, repair or removal of said Storm Sewer.

### ENVIRONMENTAL ISSUES

In the event that any of Grantee's operation, maintenance or construction activities associated with said Storm Sewer conducted on the Premises results in the environmental release of any Hazardous Substance (as defined below), it will be the sole responsibility of the Grantee to immediately notify Grantor and all applicable regulatory agencies of said release and to investigate and remediate said environmental release in accordance with any and all state and federal laws and regulations and to Grantor's satisfaction.

### INSURANCE

Grantee and Grantee's contractors and agents shall be required to purchase and maintain the following minimum insurance coverages:

1. Commercial General Liability (CGL) insurance including products-completed operations, independent contractors, and contractual liability coverages. Coverage under this policy shall have limits of liability of not less than \$1,000,000 per occurrence, combined single limit for bodily injury (including disease or death), personal injury, and property damage (including loss of use) liability.

2. Automobile Liability insurance, including non-ownership and hired car endorsement, with minimum limits of \$1,000,000 per occurrence, combined single limit.
3. Worker's Compensation coverage in the statutory amounts under the worker's compensation act(s) of the location(s) in which the Work is to be performed, for the current period.
4. Employer's Liability with a minimum limit of \$1,000,000 for each accident or illness.

FirstEnergy Corp., its subsidiaries and affiliates, and their successors and assigns shall be included as additional insureds, it being understood that said policy shall be furnished to Grantor. A Certificate of Insurance evidencing coverage shall be provided to FirstEnergy Service Company, Supervisor, Real Estate Services, 76 South Main Street, Akron, OH 44308. The insurance policies required by this Article shall not be canceled or allowed to lapse, and no change shall be made which alters, restricts or reduces the insurance provided or changes the name of the insured without first giving at least thirty (30) days' notice in writing to FirstEnergy Service Company, Real Estate Services, with receipt of notice acknowledged. Grantee and Grantee's contractors and agents shall waive and hereby waives any rights of subrogation which they or any of their insurers may have against Grantor, its affiliates, and each non-affiliated company disclosed in this Agreement, their respective agents or employees.

GRANTEE (BODILY INJURY, DEATH, OR PROPERTY DAMAGE)

Grantee, for itself, its successors and assigns, by exercising the rights herein granted agrees it is responsible and liable for damages caused by its negligence and/or recklessness. Grantee agrees to contractually require its contractors and agents to indemnify, keep, and hold harmless Grantor, and its respective directors, officers, shareholders, employees, parent, affiliates, agents, successors and assigns, from and against all suits or claims, demands, damages, actions or causes of action, together with any and all losses, costs, fines, penalties or expenses in connection therewith or related thereto including reasonable attorneys' fees, asserted by any person or persons for bodily injury, death or property damage arising or in any manner arising from Grantee's use of the herein-described Premises; and the Grantee shall contractually require its contractors and agents to defend Grantor in all litigation, pay all attorney's fees, damages of any type, and all costs and other expenses arising out of the litigation or claim or

incurred in connection therewith; and to satisfy and cause to be discharged such judgments as may be obtained against Grantor, or any of its directors, officers, agents, employees and others named heretofore, all suits or claims, demands, damages actions or causes of action, together with any and all losses, costs or expenses in connection therewith or related thereto including reasonable attorneys' fees, asserted by any person or persons for bodily injury, death or property damage arising or in any manner growing out of Grantee's use of the Easement or Temporary Easement.

#### GRANTEE (ENVIRONMENTAL)

Grantee, for itself, its successors and assigns, by exercising the rights herein granted agrees it is responsible and liable for damages caused to the environment by its negligence and/or recklessness. Grantee agrees to contractually require its contractors and agents to indemnify, protect, defend and hold Grantor and the directors, officers, shareholders, employees, parents, affiliates and agents of Grantor harmless from any claims, actions, administrative proceedings, judgments, damages, punitive damages, penalties, fines, costs, liabilities, interest or losses (collectively the "Liabilities") including, without limitations, Liabilities under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., reasonable attorneys' and paralegals' fees (at trial and appellate levels) and expenses (including any such fees and expenses incurred in enforcing this indemnification or collecting any sums due hereunder), consultant fees and expert fees (collectively the "Costs") that arise directly or indirectly from or in connection with the presence, suspected presence, release or expected release of any Hazardous Substance, as hereinafter defined, in or into the air, soil, surface water, ground water or soil vapor at, on, about, above, under, or within the Premises or any portion thereof, which relate to any activities (including installation, operation or removal of a Storm Sewer) by or on behalf of Grantee on the Premises on or after the effective date of this Easement. As used in this Easement, the term "Hazardous Substances" means any hazardous or toxic substances, materials or wastes, including, but not limited to solid, semi-solid, liquid or gaseous substances which are toxic, ignitable, corrosive, carcinogenic or otherwise dangerous to human, plant or animal health or well-being and those substances, materials, and wastes listed in the United States Department of Transportation Table (49 CFR 972.101) or by the Environmental Protection Agency as hazardous substances (40 CFR

Part 302) and amendments thereto or such substances, materials and wastes regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a “hazardous substance” pursuant to Section 1251 et seq. (33 U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317), (v) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903), or (vi) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601).

#### GRANTOR INDEMNITY DISCLAIMER

Grantor has not and does not hereby make any express or implied representation or warranty or give any indemnification of any kind to Grantee concerning the Storm Sewer Right of Way, its condition or suitability or its compliance with any statute, ordinance or regulation, including, but not limited to, those relating to the environment. The Grantee waives, releases, acquits and forever discharges Grantor, its employees or agents or any other person acting on behalf of Grantor, of and from any and all claims, actions, administrative proceedings, judgments, damages, punitive damages, penalties, fines, expenses, costs, liabilities, and interest or losses which the Grantee may have with respect to the physical characteristics or condition of the Storm Sewer Right of Way or the release or threatened release of hazardous materials, hazardous substances, hazardous wastes, or other regulated substances under any federal, state or local law in, on, under or about the Storm Sewer Right of Way, including, without limitation, liabilities under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., as amended, the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended, the Voluntary Action Program, attorney fees, consultant and expert fees and expenses that arise directly or indirectly from or in connection with the presence, suspected presence, release or suspected release of any Hazardous Substance, as hereinafter defined, in or into the air, soil, surface water, ground water or soil vapor at, on, about, above, under or within the Storm Sewer Right of Way or any portion thereof.

### GRANTOR WARRANTY DISCLAIMER

Notwithstanding the use of the term “grant” hereinabove set forth, Grantor does not warrant the title to the Storm Sewer Right of Way herein granted unto the Grantee.

### SOLE COST AND EXPENSE

Grantee, by exercising the rights herein granted, agrees that the work herein contemplated shall be done at the sole cost and expense of the Grantee and no assessments of any kind shall be levied against the Premises of the Grantor, its successors and assigns, by reason of the installation, operation, maintenance, repair or removal of said Storm Sewer.

### TERMINATION AND ABANDONMENT

This Easement and Storm Sewer Right of Way shall terminate automatically upon actual abandonment of the Storm Sewer. Actual abandonment shall occur at any time that either Grantee provides Grantor with a written notice of abandonment or at such time, that the Easement is no longer used for the purposes granted herein for a continuous period of two (2) years. In the event of termination, Grantee or its successors and assigns shall execute and deliver to Grantor a written release in recordable form within thirty (30) days of written notice from Grantee and shall remove said Storm Sewer from the Premises.

### ENTIRE AGREEMENT

This Easement constitutes all of the agreements and stipulations of the parties pertaining to the subject matter of this Easement, superseding all prior agreements, representations or understandings, whether written or verbal, and may be modified or amended only by a written agreement signed by both parties.

### SEVERABILITY

In the event any provision or any portion of any provision of this Easement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Easement shall constitute the entire agreement between Grantor and Grantee covering the subject matter hereof.

COUNTERPARTS

This Easement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

GENERAL PROVISION

The section headings used in this Easement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Easement.

Said Easement has been executed as of the \_\_\_\_\_ day of November 2014.

GRANTOR'S NAME  
THE CLEVELAND ELECTRIC  
ILLUMINATING COMPANY

GRANTEE'S NAME  
CITY OF PARMA

By: \_\_\_\_\_  
Ketan Patel

By: \_\_\_\_\_  
Tim DeGeeter, Mayor

Its: Director, Real Estate and Facilities for  
FirstEnergy Service Company on behalf of  
The Cleveland Electric Illuminating Company

STATE OF OHIO            )  
  ) SS:  
COUNTY OF SUMMIT    )

On this \_\_\_\_\_ day of November 2014, before me a Notary Public the undersigned officer, personally appeared Ketan Patel, who acknowledged himself to be the Director, Real Estate and Facilities for FirstEnergy Service Company on behalf of The Cleveland Electric Illuminating Company, an Ohio corporation, and that he as such Director being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Director.

In witness whereof, I hereunto set my hand and official seal.

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

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF CUYAHOGA )

On this \_\_\_\_\_ day of November 2014, before me a Notary Public the undersigned officer, personally appeared Tim DeGeeter, who acknowledged himself to be the Mayor for The City of Parma, a municipal corporation, and that he as such Mayor being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Mayor

In witness whereof, I hereunto set my hand and official seal.

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



**DONALD G. BOHNING & ASSOCIATES, INC.**

CIVIL ENGINEERING & SURVEYING

7979 HUB PARKWAY • VALLEY VIEW, OHIO 44125 • (216) 642-1130  
FAX • (216) 642-1132

Storm Drainage Easement  
P.P.N. 452-25-001  
DGB 4290-5

October, 2014

EXHIBIT "A"  
LEGAL DESCRIPTION

Situated in the City of Parma, County of Cuyahoga, and State of Ohio, and known as being part of Original Parma Township Lot 31, Ely Tract, and bounded and described as follows:

Beginning at a point in the southeasterly line of Meadow Lane, 60 feet wide, at its intersection with the southwesterly line of Sublot 57 in the Gulfedge Subdivision No. 3 as shown by the recorded plat in Volume 187, Pages 11 and 12 of Cuyahoga County Map Records;

Thence South 39 degrees 38 minutes 09 seconds East along the southwesterly line of said Sublot 57, 100.52 feet to its intersection with the northwesterly line of a parcel of land conveyed to The Cleveland Electric Illuminating Company by deed recorded in Deed Volume 10157, Page 166 of Cuyahoga County Records, and the principal place of beginning of the easement herein described;

Thence North 50 degrees 13 minutes 59 seconds East along the northwesterly line of said land conveyed to The Cleveland Electric Illuminating Company, 15.00 feet to a point;

Thence South 39 degrees 46 minutes 01 second East, 50.00 feet to a point;

Thence South 50 degrees 13 minutes 59 seconds West, 25.00 feet to a point;

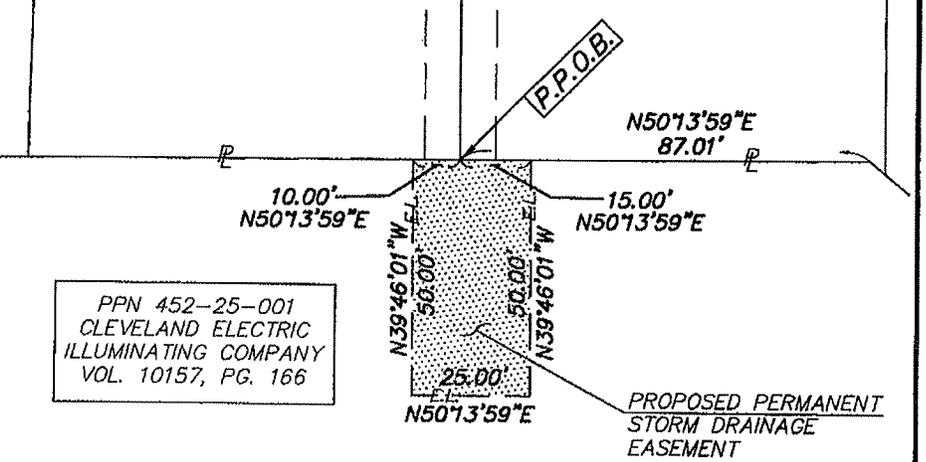
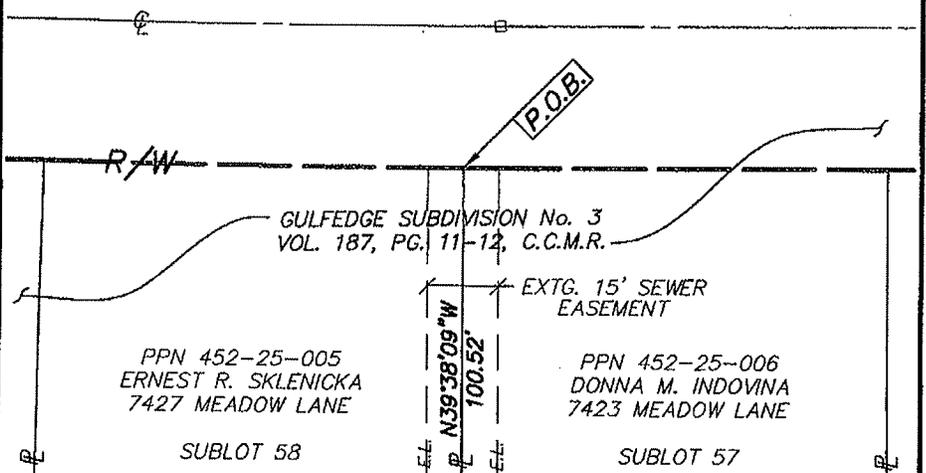
Thence North 39 degrees 46 minutes 01 second West, 50.00 feet to a point in said northwesterly line of land conveyed to The Cleveland Electric Illuminating Company;

Thence North 50 degrees 13 minutes 59 seconds East along said northwesterly line of land conveyed to The Cleveland Electric Illuminating Company, 10.00 feet to the principal place of beginning as described by Donald G. Bohning & Associates, Inc. in October, 2014.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

Michael A. Ackerman  
Registered Surveyor No. 8196

R/W MEADOW LANE 60'



PPN 452-25-001  
CLEVELAND ELECTRIC  
ILLUMINATING COMPANY  
VOL. 10157, PG. 166

PROPOSED PERMANENT  
STORM DRAINAGE  
EASEMENT

**EASEMENT EXHIBIT "B"**  
**TO ACCOMPANY**  
**LEGAL DESCRIPTION**

FOR: CLEVELAND ELECTRIC  
ILLUMINATING COMPANY  
PPN 452-25-001  
CITY OF PARMA  
CUYAHOGA COUNTY, OHIO

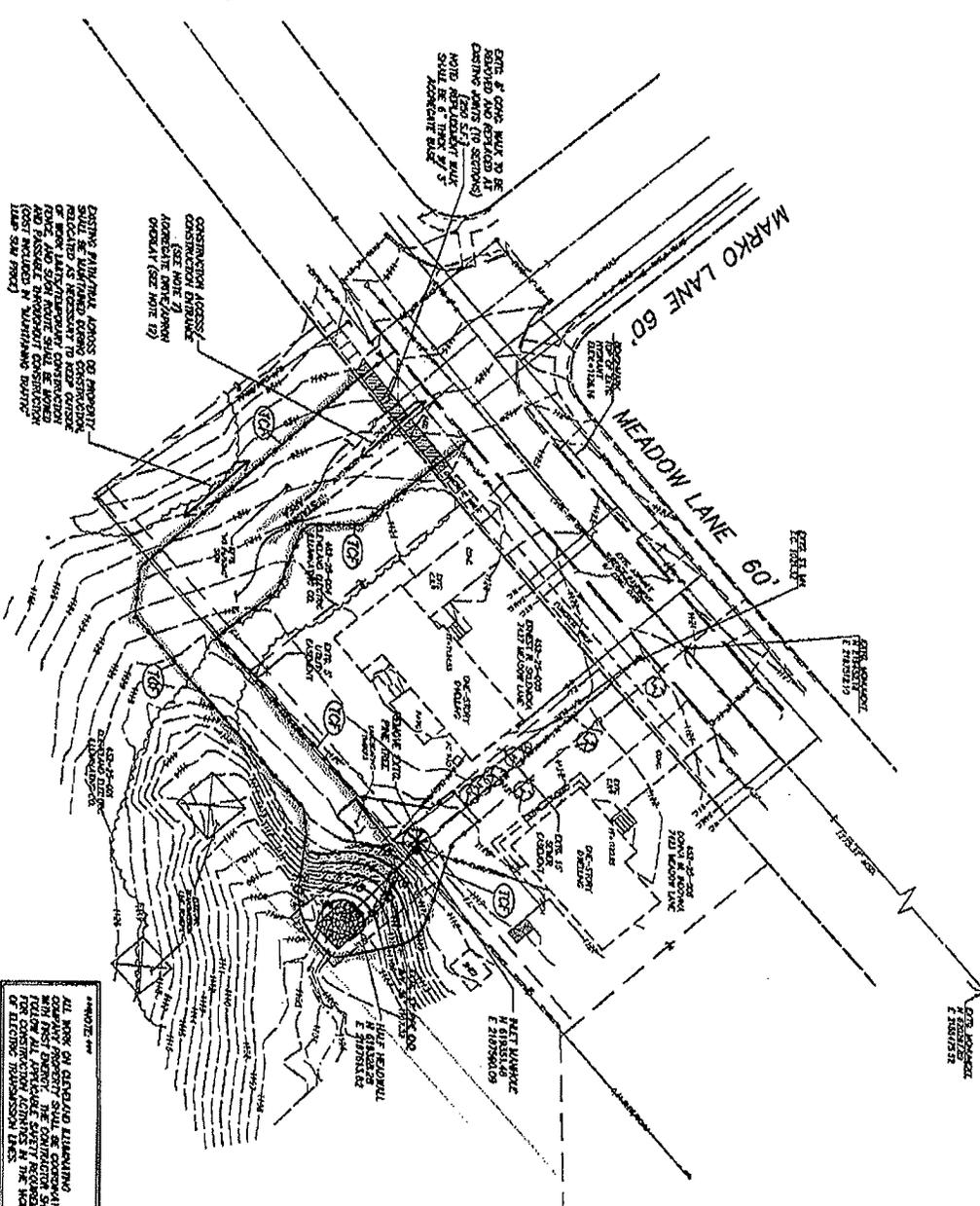


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<b>DB</b>				DONALD G. BOHNING & ASSOCIATES, INC. CIVIL ENGINEERING & SURVEYING 7979 18th PARWAY • VALLEY VIEW, OHIO 44126 PHONE: (216) 842-1100 FAX: (216) 842-1132			
HORIZ. SCALE 1"=30'	DATE M.M.	BY D.G.	DATE OCT., 2014	1			
VERT. SCALE	FILE NO. 4290-5-E1	ORDER NO. 4290-5		1			

EXHIBIT "C"

1. THE CONTRACTOR SHALL REMOVE PROTECTION FOR THE EXISTING STORM & SEWER MAINS, GUTTERS AND DRAIN LINES. NECESSARY MEASURES SHALL BE TAKEN TO PROTECT STREET PAVEMENTS AND CURBS. ANY HOLES DAMAGED BY THE CONTRACTOR AT AN ADDITIONAL COST TO THE CONTRACTOR.
2. NO DEBRIS OTHER THAN ASPHALT SHALL BE REMOVED FROM THE SITE.
3. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING CONSTRUCTION PERMITS FROM THE CITY OF CUYAHOGA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CUYAHOGA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CUYAHOGA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CUYAHOGA.
4. THE CONTRACTOR SHALL MAINTAIN LOCAL TRAFFIC DURING CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN LOCAL TRAFFIC DURING CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN LOCAL TRAFFIC DURING CONSTRUCTION.
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ALL WORK ON EXISTING UTILITIES SHALL BE UNDER THE SUPERVISION OF THE CITY ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CUYAHOGA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CUYAHOGA.

# EXHIBIT "D"

**FirstEnergy**<sup>®</sup>

## **FirstEnergy High-Voltage Transmission Right-of-Way Restrictions**

**Warning:** Failure to comply with the following may cause property damage, serious bodily injury and/ or death

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### **Working Safety Restrictions**

Compliance is required for all Occupational Safety Health Administration (OSHA) **safe-working clearances** between persons, conductive objects and energized conductor/wire. **NOTICE:** The conductor/wire position changes continuously depending on load, ambient temperature, wind speed, etc. FirstEnergy is not responsible for providing conductor/wire position to determine OSHA safe-working clearance.

Parking or operating a vehicle or equipment within or adjacent to a FirstEnergy transmission right-of-way may induce an electrical charge. Induced electric charges may also be transmitted to objects such as fences, signs, or any other conductive object. The use of a proper grounding system designed by a licensed engineer is required. Construction vehicles, vehicles with booms and equipment operating within or adjacent to a FirstEnergy transmission right-of-way must be properly grounded.

### **Right-of-Way Access**

FirstEnergy authorized personnel, vehicles and equipment must have continuous access to the right-of-way and all FirstEnergy structures.

### **Right-of-Way Restrictions**

Changes to grade elevations within the FirstEnergy transmission right-of-way are NOT permitted. Ground disturbance or excavations are NOT permitted within 25' of any FirstEnergy structures (poles, towers, guys, etc.). Any requests for exceptions to this policy must be submitted at least 30 days in advance and requires written approval from FirstEnergy before construction begins.

Buildings, lighting fixtures, signs, billboards, swimming pools, decks, flag posts, sheds, barns, garages, playgrounds, fences, equipment, trailers, materials or any other permanent or temporary objects are NOT permitted within the FirstEnergy transmission right-of-way. Other restrictions may apply under specific situations as defined by FirstEnergy.

Protective barriers must be used for any driveway or parking area within 15 feet of any FirstEnergy structure (poles, towers, guys, etc).

All vegetation on or adjacent to the FirstEnergy transmission right-of-way shall be low growing within the wire zone. The wire zone is defined as the area directly under the conductors which extends approximately 15 feet on each side. Vegetation that is 10-foot maximum mature height, 3-foot in NJ is under certain circumstances permissible on FirstEnergy transmission right of ways. It is preferred that the planting of any woody vegetation be done outside of the wire zone of FirstEnergy transmission facilities and are not permitted to be closer than 10 feet in any direction from the FirstEnergy structure (poles, towers, guys, etc.). All approved shrubbery planted near FirstEnergy structures shall allow for working area and accessibility at ground level.

Explosives or combustible liquids, substances, or materials are not permitted within the right-of-way. Prohibited materials included but are not limited to fuel, wood chips, mulch, brush, and tires.

Septic systems leach beds and/ or wells are not permitted within a FirstEnergy transmission right-of-way.

Kite flying, model airplane flying, or similar activities is strictly prohibited on or near a FirstEnergy transmission right-of-way.