

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 5
DEEA 10/18/2016 11:35:03 AM
201610180382

**RIDGEWOOD SANITARY SEWER
EASEMENT FOR SEWER PURPOSES
(METES AND BOUNDS)**

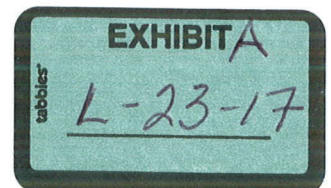
KNOW ALL MEN BY THESE PRESENTS:

That Janet M. Smith, the Grantor, for and in consideration of the sum of Thirteen Thousand Dollars (\$13,000) and for other good and valuable consideration to be paid by the City of Parma, the Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, the following rights, privileges, and easements (the "Easement") in, upon and over certain real estate being part of a larger parcel of property owned by Grantor in the County of Cuyahoga, State of Ohio.

Grantee shall have the right to construct, use, inspect, maintain and keep in good repair a single line of an eight inch (8") sanitary sewer, together with the necessary manholes and connections, and to be constructed and maintained upon a strip of land twenty feet (20') feet in width, depicted on Exhibit A attached hereto, and being described more fully as follows:

**20' SANITARY SEWER EASEMENT
LEGAL DESCRIPTION
P.P. NO. 455-25-017**

Situated in the City of Parma, County of Cuyahoga and State of Ohio and known as being part of the lands conveyed to Janet M. Smith by deed recorded in AFN 200411191142 of Cuyahoga County Records, part of Original Parma



Township Lot No. 33, Ely Tract, and being further bounded and described as follows:

Beginning at a point in the present Northwesterly line of Ridge Road, 80 feet wide at its intersection with the Northeasterly of aforesaid Smith's lands, also being the Northeasterly corner of Sublot No. 5 in the Resubdivision of Blocks F, G, H and I and Sublot No. 1 in the Dogwood Subdivision No. 10 as shown by the recorded plat in Volume 258 of Maps, Page 63 of Cuyahoga County Records;

Thence Southwesterly, along said Northwesterly line of Ridge Road, along a curved line deflecting to the right a distance of 104.36 feet to a point, said curved line having a radius of 479.99 and a chord which bears South 37°06'05" West, 104.16 feet;

Thence South 43°19'49" West, continuing along said Northwesterly line a distance of 71.31 feet to a Northeasterly corner of a storm and sanitary sewer easement as shown on aforesaid Resubdivision Plat;

Thence North 46°40'11" West, along the Northeasterly line of said easement a distance of 20.00 feet to a point;

Thence North 43°19'49" East, a distance of 71.31 feet to a point;

Thence Northeasterly, along a curved line deflecting to the left a distance of 86.86 feet to a point in the Northerly line of aforesaid Smith's lands, said curved line having a radius of 459.99 and a chord which bears North 37°55'14" East, 86.73 feet;

Thence North 87°47'15" East, along said Northerly line, also being the Northerly line of aforesaid Sublot No. 5 a distance of 24.99 feet to the place of beginning and containing 0.0766 acres (3,339 square feet) of land as described by Stephen Hovancsek & Associates, Inc. in January, 2016 under the direction of Robert Smoltz, P.S. No. 6763, State of Ohio, be the same more or less but subject to all legal highways.

Basis of bearings for this description being Ohio State Plane, North Zone, NAD 83 and intended to describe angles only.

Notwithstanding any provisions of this Easement to the contrary, Grantee shall perform all activities as permitted by this Easement in such a manner as to minimize any disturbance to or interference with Grantor's use, occupation, or enjoyment of the real property of which the Easement is a part.


Grantee further agrees to restore any and all disturbance to the surface of the Easement arising from Grantee's performance of activities hereunder to substantially the same condition thereof existing immediately prior to such disturbance.

IN WITNESS WHEREOF, the said Grantor and Grantee have hereunto set their hands
on the 14th day of OCTOBER, 2016.

Grantor (Janet M. Smith)

Sig. Janet M. Smith

Grantee (City of Parma)

By: 
Name: Timothy J. DeGeeter
Title: Mayor

Instrument Prepared By:
Milos Veljkovic (0083320)
Assistant Law Director
City of Parma
6611 Ridge Road / Parma, OH 44129
440.885.8132
mveljkovic@parmalaw.org

STATE OF OHIO }
COUNTY OF CUYAHOGA } ss.

BE IT REMEMBERED, that on this 14th day of OCTOBER, 2016, before me the subscriber, a Notary Public in and for said county, personally came the above named Janet M. Smith and acknowledged the signing of the forgoing agreement to be her voluntary act and deed.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal on the day and year foresaid.

(Seal)

Louis Christopher Frey
LOUIS CHRISTOPHER FREY #0038964
ATTORNEY AT LAW
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION HAS NO EXPIRATION
OTRC 147.03

STATE OF OHIO }
COUNTY OF CUYAHOGA } ss.

BE IT REMEMBERED, that on this 17th day of October, 2016, before me the subscriber, a Notary Public in and for said county, personally came the above named Timothy G. DeBuster and acknowledged the signing of the forgoing agreement to be his voluntary act and deed on behalf of Grantee.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal on the day and year foresaid.

(Seal)



Diane Chychlyk

EASEMENT EXHIBIT A
 JANET M. SMITH
 7530 RIDGE ROAD

INCORVAIA, ROBERT A. &
 MCKNIGHT, GLORIA H.
 7534 RIDGE ROAD
 P.P.# 455-25-018
 AFN 200506280474

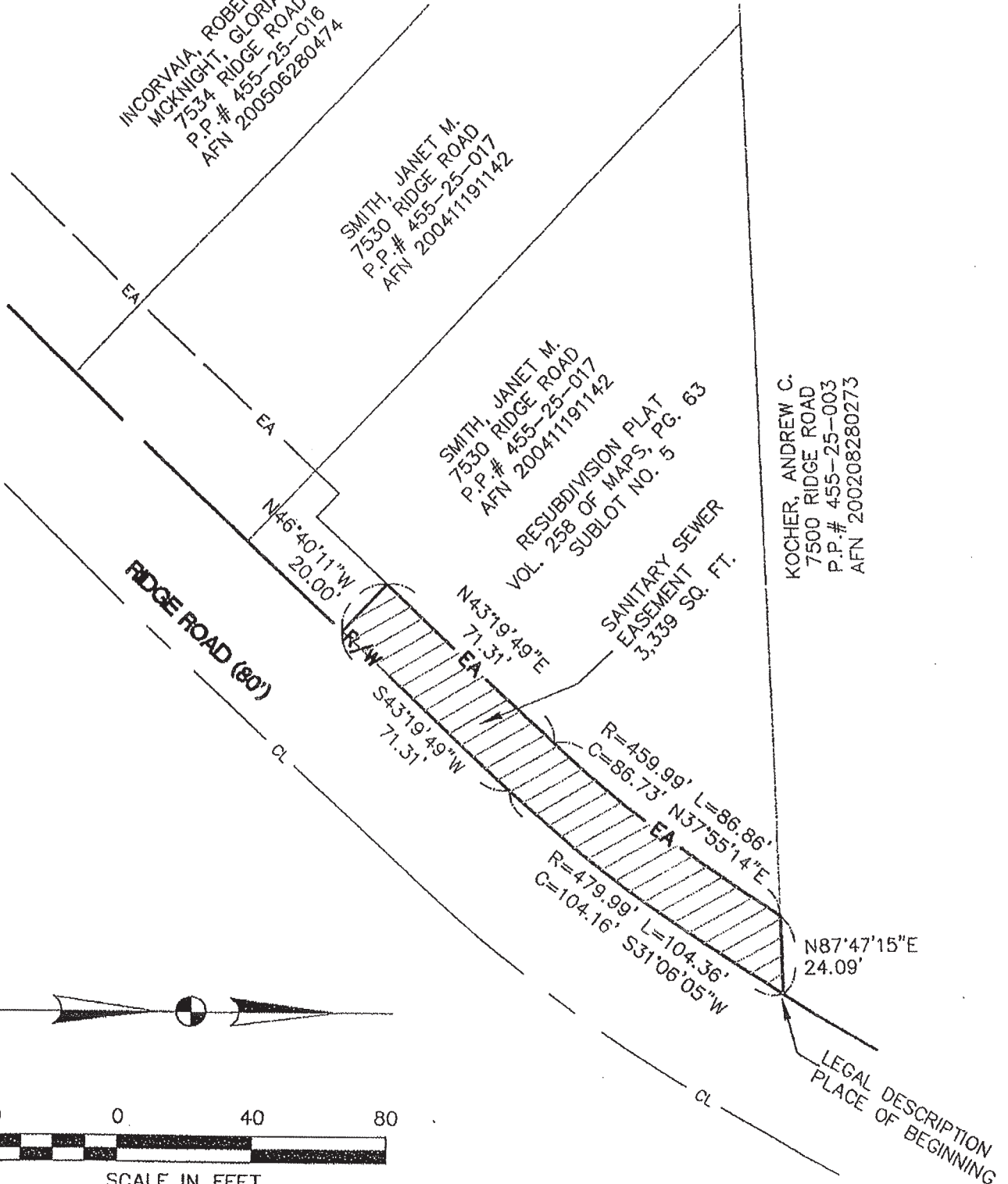
SMITH, JANET M.
 7530 RIDGE ROAD
 P.P.# 455-25-017
 AFN 20041191142

SMITH, JANET M.
 7530 RIDGE ROAD
 P.P.# 455-25-017
 AFN 20041191142

RESUBDIVISION PLAT
 VOL. 258 OF MAPS, PG. 63
 SUBLOT NO. 5

SANITARY SEWER
 EASEMENT
 3,339 SQ. FT.

KOCHER, ANDREW C.
 7500 RIDGE ROAD
 P.P.# 455-25-003
 AFN 200208280273



TRANSFER NOT REQUIRED

SEP 02 2016

CUYAHOGA COUNTY FISCAL OFFICE

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 4
DEEA 9/2/2016 11:40:54 AM
201609020517

**RIDGE ROAD SANITARY SEWER
EASEMENT FOR SEWER PURPOSES
(METES AND BOUNDS)**

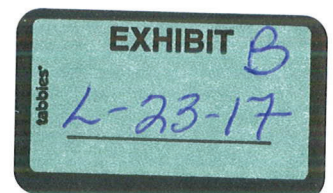
KNOW ALL MEN BY THESE PRESENTS:

That National Organization of The New Apostolic Church of North America, the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and for other good and valuable considerations to be paid by the City of Parma, the Grantee, the receipt whereof is hereby acknowledged, does, hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, the following rights, privileges and easements (the "Easement") in, upon and over certain real estate ("Easement Property") being part of a larger parcel of property owned by Grantor in Cuyahoga County, Ohio ("Grantor's Property").

The right to construct, use, maintain and keep in good repair a single line of an eight inch (8") sanitary sewer, together with the necessary manholes and connections, and to be constructed and maintained upon a strip of land 30 feet (30') in width, as shown by plans on file in the office of the City of Parma, Ohio, and on Exhibit A attached hereto, and being described more fully as follows:

**30' SANITARY SEWER EASEMENT
LEGAL DESCRIPTION
P.P. NO. 455-35-021**

Situated in the City of Parma, County of Cuyahoga and State of Ohio and known as being part of the lands conveyed to the National Organization of The New Apostolic Church of North America by deed recorded in Volume 15293, Page 883 of Cuyahoga County Records, of part of Original Parma Township Lot No. 41, Ely Tract, and being further bounded and described as follows:



Beginning at a point in the present Westerly line of Ridge Road, 80 feet wide at its intersection with the Northerly line of aforesaid lands;

Thence Southwesterly, along said Westerly line along a curved line deflecting to the right a distance of 222.30 feet to a point of tangency, said curved line having a radius of 841.95 and a chord which bears South 6°18'13" West, 221.65 feet;

Thence South 13°52'02" West, continuing along said Westerly line a distance of 108.00 feet to a point;

Thence North 76°07'58" West, a distance of 30.00 feet to a point;

Thence North 13°52'02" East, a distance of 108.00 feet to a point of curve;

Thence Northeasterly, along a curved line deflecting to the left a distance of 215.13 feet to a point in the Northerly line of aforesaid New Apostolic Church's lands said curved line having a radius of 811.95 and a chord which bears North 6°16'37" East, 214.50 feet;

Thence South 89°49'26" East, along said Northerly line a distance of 30.01 feet the place of beginning and containing 0.2250 acres, (9,801 square feet) of land as described by Stephen Hovancsek & Associates, Inc. in December, 2015 under the direction of Robert Smoltz, P.S. No. 6763, State of Ohio, be the same more or less but subject to all but subject to all legal highways.

Basis of bearings for this description being Ohio State Plane, North Zone, NAD 83 and intended to describe angles only.

Grantee agrees that the initial installation of the sewer line will include, without limitation, the restoration of the surface of the Grantor's Property, including the Easement Area, as near as possible to the condition that existed prior to the commencement of the initial installation, and Grantee shall remove all trash and other debris of construction and repair and restore any portion of the Grantor's Property damaged as a result of Grantee's construction activities.

Each of Grantee, its successors and assigns, shall exercise its rights with respect to the Easement Area granted to them in a manner reasonably designed, in good faith, to avoid and prevent interference with the ownership and operation of the Grantor's Property and the operations and tenancies of any and all occupants of the Grantor's Property.

Grantee agrees to contractually require its contractors to indemnify, keep, and hold harmless Grantor, and its members, partners, trustees, officers, directors, successors and assigns, from and against any and all claims, costs, expenses, damages and liabilities that Grantor suffers and incurs as a result of the acts or omissions of Grantee's contractors, their subcontractors, successors and assigns, in connection with the construction of the sewer line upon and over the Easement Property.

At all times during the installation of the sewer line upon and over the Easement Property, Grantee shall require Grantee's contractors to each purchase and maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate for personal injury (including accidental death) and property damage liability. Grantor shall be included as an additional insured on all such policies. Certificates of Insurance evidencing coverage shall be provided to Grantee upon request.

As additional consideration for entering into this agreement, within ten (10) days after presentation of an invoice therefor, Grantee shall reimburse Grantor for its attorneys' fees incurred in connection with the drafting and negotiating of this agreement and the Easement granted hereby in an amount not to exceed One Thousand Dollars (\$1,000).

IN WITNESS WHEREOF, the said Grantor and Grantee have hereunto set their hands on the 25TH day of AUGUST in the year of our Lord, two thousand and sixteen.

Signed and sealed in the presence of:

Melissa Gonzalez
MELISSA GONZALEZ
NOTARY PUBLIC
MY COMMISSION EXPIRES NOV. 30, 2016

NATIONAL ORGANIZATION OF THE NEW
APOSTOLIC CHURCH OF NORTH AMERICA

By: Randolph M. Bruce

Its: COO

CITY OF PARMA

Michelle Blair

By: [Signature]

Its: PARMA MAYOR

STATE OF Connecticut
COUNTY OF New Haven } ss. Sarthbury

BE IT REMEMBERED, that on this 25th day of August, 2016, before me the subscriber, a Notary Public in and for said county, personally came the above named Randy Bauer and acknowledged the signing of the forgoing agreement to be his voluntary act and deed on behalf of Grantor.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal on the day and year foresaid.

Melissa Gonzalez

(Seal)

MELISSA GONZALEZ
NOTARY PUBLIC
MY COMMISSION EXPIRES NOV. 30, 2016

STATE OF OHIO
CUYAHOGA COUNTY } ss.

BE IT REMEMBERED, that on this 30th day of August, 2016, before me the subscriber, a Notary Public in and for said county, personally came the above named Jim DeKoster and acknowledged the signing of the forgoing agreement to be his voluntary act and deed on behalf of Grantee.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal on the day and year foresaid.

Diane Chychlyk

(Seal)



KRYMOWSKI, SABINA J.
7716 RIDGE ROAD
P.P.# 455-33-009
AFN 200210231053

A PAYERN SUBDIVISION NO. 1
VOL. 178 OF MAPS, PG. 13
SUBLOT NO. 6

NATIONAL ORGANIZATION OF
THE NEW APOSTOLIC CHURCH
OF NORTH AMERICA
7820 RIDGE ROAD
P.P.# 455-35-021
VOL. 15293, PG. 883

SANITARY SEWER
EASEMENT
9,801 SQ. FT.

EASEMENT EXHIBIT
NATIONAL ORGANIZATION OF
THE NEW APOSTOLIC CHURCH
OF NORTH AMERICA
7820 RIDGE ROAD

S89°49'26"E
30.01'

R/W
LEGAL DESCRIPTION
PLACE OF BEGINNING

R=811.95' L=215.13'
C=214.50' N6°16'37"E

R=841.95' L=222.30'
C=221.65' S6°18'13"W

N13°52'02"E
108.00'

EA

S13°52'02"W
108.00'

RIDGE ROAD (80')

N76°07'58"W
30.00'



SCALE IN FEET



CITY OF PARMA
REQUEST FOR LEGISLATION

ORDINANCE NO.
RESOLUTION NO.

L- 23-17

REQUEST FOR FUNDING

DATE: UNENCUMBERED BALANCE \$

Auditor or Deputy Auditor Certification _____

**Note: THE FOLLOWING MUST BE COMPLETED OR IT WILL BE RETURNED TO YOU.
(...If the legislation requires funding of any kind.)**

Note: All requests for legislation involving the expenditure of funds must specify the fund and the account number.

FUND NAME: ACCOUNT NO.

LINE ITEM NAME: LINE ITEM NO.

BUDGETED ITEM: YES OR NO (Circle One)

DEPARTMENT HEAD SIGNATURE: _____

If a Non-Budgeted purchase explain nature of need

LETTER OF TRANSMITTAL (Purpose of Legislation)

DATE: January 19, 2017

By Request: City Engineer

Description of legislation: A resolution declaring the necessity and intent of the City of Parma to appropriate a sanitary sewer easement in certain real property located at 7530 Ridge Road (PPN 445-25-017) and certain real property located at 7820 Ridge Road (PPN 445-35-021) in the City of Parma for the installation of a sanitary sewer across the front of the properties for the Ridge Road Phase II Sanitary Sewer Project and declaring an emergency. (Exhibit A attached).

455 (LT)
455 (LT)

OK per water
DeGroot

ORIGINATED BY: [Signature] COUNCIL SPONSOR: Brian Brochetti

DEPARTMENT HEAD APPROVAL: _____

MAYOR APPROVAL: [Signature]

EMERGENCY CLAUSE: (If needed to go into effect immediately, otherwise it will take 30 days to be effective) **REASON: To stay on schedule of the Ohio Public Works Commission funding.**

FIRST READING X SUSPENSION VOICE VOTE

To be referred to _____ Committee.