

Cuyahoga MyPLACE



Date Created: 10/6/2017

Legend

- Address Points
- Cuyahoga County Facility
- Point Parcels
- Right Of Way
- Platted Centerlines
- Parcels
- Municipalities

CUYAHOGA COUNTY  
GEOGRAPHICAL  
INFORMATION  
SYSTEMS  
**GIS**

This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.  
THIS MAP IS NOT TO BE USED FOR NAVIGATION

141  
0 70 141 Feet

Projection:  
WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere

tabbles  
EXHIBIT  
A  
L-219-17

# Cuyahoga MyPLACE



Date Created: 10/6/2017

### Legend

- Address Points
- 📍 Cuyahoga County Facility
- Point Parcels
- Right Of Way
- ▭ Platted Centerlines
- ▭ Parcels
- ▭ Municipalities



1:423

70 Feet



0 35 70

This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Projection: WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere

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

**Thomas M. Doycich and Michael Ann Doycich**  
(Permanent Parcel No. 455-27-003)

KNOW ALL PERSONS BY THESE PRESENTS that Thomas M. Doycich and Michael Ann Doycich, their successors and assigns (hereinafter collectively referred to as "Grantors") who are the owners of certain land by deed recorded as Volume 15435, Page 155 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 Grantors, 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 perpetual right and perpetual easement to enter upon that portion of the Grantors' 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 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.

The Grantee 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.

The Grantors hereby reserve the right to use 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.

**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 purposes mentioned herein given unto Grantee by Grantors forever. And the Grantors do for themselves and their successors and assigns covenant with the Grantee and its successors and assigns, that at the time and until the sealing of these presents, the Grantors are 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.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands at \_\_\_\_\_,  
Ohio, on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Thomas M. Doycich

\_\_\_\_\_  
Michael Ann Doycich

STATE OF OHIO            )  
                                  )SS:  
COUNTY OF CUYAHOGA)

NOTARY PUBLIC

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above  
named Thomas M. Doycich and Michael Ann Doycich, who acknowledged that they did sign the  
foregoing instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio  
this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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

CITY OF PARMA

By: \_\_\_\_\_  
Timothy J. DeGeeter, Mayor

STATE OF OHIO            )  
                                  ) SS:  
COUNTY OF CUYAHOGA)

NOTARY PUBLIC

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above  
named Timothy J. DeGeeter, the duly elected and acting Mayor of the City of Parma, who, after first  
being duly cautioned according to law, acknowledged that he has the power to bind the City of Parma,  
pursuant to appropriate Councilmanic authorization, to the terms and conditions of the foregoing  
instrument and that he did sign the foregoing instrument as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at  
\_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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

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 Form:

\_\_\_\_\_  
Law Director, City of Parma



**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. 455-27-003

DGB 4290-8

September, 2017

EXHIBIT "A"  
LEGAL DESCRIPTION

Situated in the City of Parma, County of Cuyahoga, and State of Ohio, and known as being part of Block "K" in the Dogwood Development Corporation's Dogwood Estates Subdivision No. 10 of part of Original Parma Township Lot 34, Ely Tract, as shown by the recorded plat in Volume 225, Pages 103-104 of Cuyahoga County Map Records, and bounded and described as follows:

Beginning at a point in the curved northerly line of Sierra Oval, 60 feet wide, at its intersection with the northwesterly line of Sublot 36 in the Dogwood Development Corporation's Dogwood Estates Subdivision No. 2 of part of Original Parma Township Lot 34, Ely Tract, as shown by the recorded plat in Volume 186, Page 9 of Cuyahoga County Map Records

Thence North 27 degrees 44 minutes 10 seconds East along the northwesterly line of said Sublot 36, 162.41 feet to the northwesterly corner, thereof, and the principal place of beginning of the easement herein described;

Thence North 27 degrees 44 minutes 10 seconds East along the northwesterly line of a parcel of land conveyed to Thomas M. and Michael Ann Doycich by deed recorded in Volume 15435, Page 155 of Cuyahoga County Records, 55.77 feet to a point;

Thence South 62 degrees 15 minutes 50 seconds East, 10.00 feet to a point;

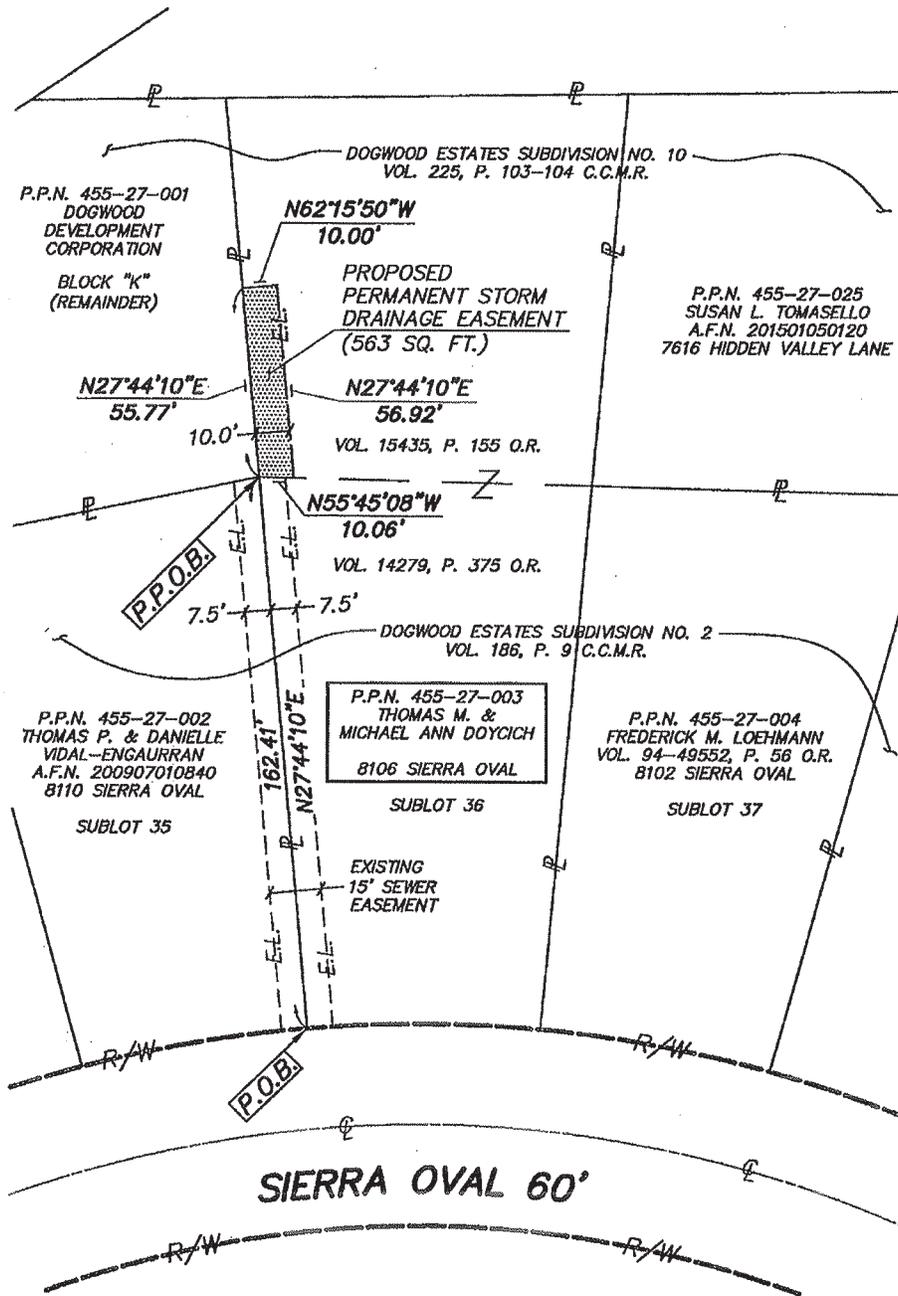
Thence South 27 degrees 44 minutes 10 seconds West being parallel to the northwesterly line of said land conveyed to Thomas M. and Michael Ann Doycich, and distant 10 feet therefrom by rectangular measurement, 56.92 feet to a point in the northerly line of said Sublot 36;

Thence North 55 degrees 45 minutes 08 seconds West along the northerly line of said Sublot 36, 10.06 feet to the principal place of beginning as described by Donald G. Bohning & Associates, Inc. in September, 2017.

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





**EASEMENT EXHIBIT "A" TO  
ACCOMPANY LEGAL DESCRIPTION  
FOR: THOMAS M. & MICHAEL ANN DOYCICH  
P.P.N. 455-27-003  
8106 SIERRA OVAL  
CITY OF PARMA  
CUYAHOGA COUNTY, OHIO**



DONALD G. BOHNING & ASSOCIATES, INC. CIVIL ENGINEERING & SURVEYING 7978 HAMB PARCWAY • VALLEY VIEW, OHIO 44125 PHONE: (216) 842-1130 FAX: (216) 842-1132			
HORIZ. SCALE 1"=40'	DIV. S.W.	COL. D.G.	DATE SEP., 2017
VERT. SCALE	FILE NO. 42900801-X1	ORDER NO. 4290-8	1 1

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

**Dogwood Development Corporation**

(Permanent Parcel No. 455-27-001)

KNOW ALL PERSONS BY THESE PRESENTS that Dogwood Development Corporation, its successors and assigns (hereinafter collectively referred to as "Grantors") who are the owners of certain land being the remainder of Block "K" in the Dogwood Development Corporation's Dogwood Estates Subdivision No. 10, as shown by the recorded plat in Volume 225, Pages 103-104 of Cuyahoga County Map Records, (hereinafter referred to as "Premises") in consideration of the sum of one dollar (\$1.00) the receipt of which is acknowledged by Grantors, 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 perpetual right and perpetual easement to enter upon that portion of the Grantors' 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 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.

The Grantee 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.

The Grantors hereby reserve the right to use 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.

**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 purposes mentioned herein given unto Grantee by Grantors forever. And the Grantors do for themselves and their successors and assigns covenant with the Grantee and its successors and assigns, that at the time and until the sealing of these presents, the Grantors are 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.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands at \_\_\_\_\_  
Ohio, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dogwood Development Corporation

By: \_\_\_\_\_

STATE OF OHIO )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

**NOTARY PUBLIC**

BEFORE ME, a Notary Public in and for said County and State, personally appeared the  
aforementioned, the individual(s) who executed the foregoing instrument in behalf of said  
aforementioned, and by the authority of such entity; and that such instrument is their free act and deed  
individually, and/or as such officer the free act and deed of such entity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

**CITY OF PARMA**

By: \_\_\_\_\_  
Timothy J. DeGeeter, Mayor

STATE OF OHIO )  
 ) SS:  
COUNTY OF CUYAHOCA )

**NOTARY PUBLIC**

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above  
named Timothy J. DeGeeter, the duly elected and acting Mayor of the City of Parma, who, after first  
being duly cautioned according to law, acknowledged that he has the power to bind the City of Parma,  
pursuant to appropriate Councilmanic authorization, to the terms and conditions of the foregoing  
instrument and that he did sign the foregoing instrument as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at  
\_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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 Form:

\_\_\_\_\_  
Law Director, City of Parma



**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. 455-27-001  
DGB 4290-8

September, 2017

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Situated in the City of Parma, County of Cuyahoga, and State of Ohio, and known as being part of Block "K" in the Dogwood Development Corporation's Dogwood Estates Subdivision No. 10 of part of Original Parma Township Lot 34, Ely Tract, as shown by the recorded plat in Volume 225, Pages 103-104 of Cuyahoga County Map Records, and bounded and described as follows:

Beginning at a point in the curved northerly line of Sierra Oval, 60 feet wide, at its intersection with the southeasterly line of Sublot 35 in in the Dogwood Development Corporation's Dogwood Estates Subdivision No. 2 of part of Original Parma Township Lot 34, Ely Tract, as shown by the recorded plat in Volume 186, Page 9 of Cuyahoga County Map Records;

Thence North 27 degrees 44 minutes 10 seconds East along the southeasterly line of said Sublot 35, 162.41 feet to the northeasterly corner, thereof, and the principal place of beginning of the easement herein described;

Thence North 68 degrees 46 minutes 39 seconds West along the northeasterly line of said Sublot 35, 10.06 feet to a point;

Thence North 27 degrees 44 minutes 10 seconds East being parallel to the northwesterly line of a parcel of land conveyed to Thomas M. and Michael Ann Doycich by deed recorded in Volume 15435, Page 155 of Cuyahoga County Records, and distant 10 feet therefrom by rectangular measurement, 56.92 feet to a point;

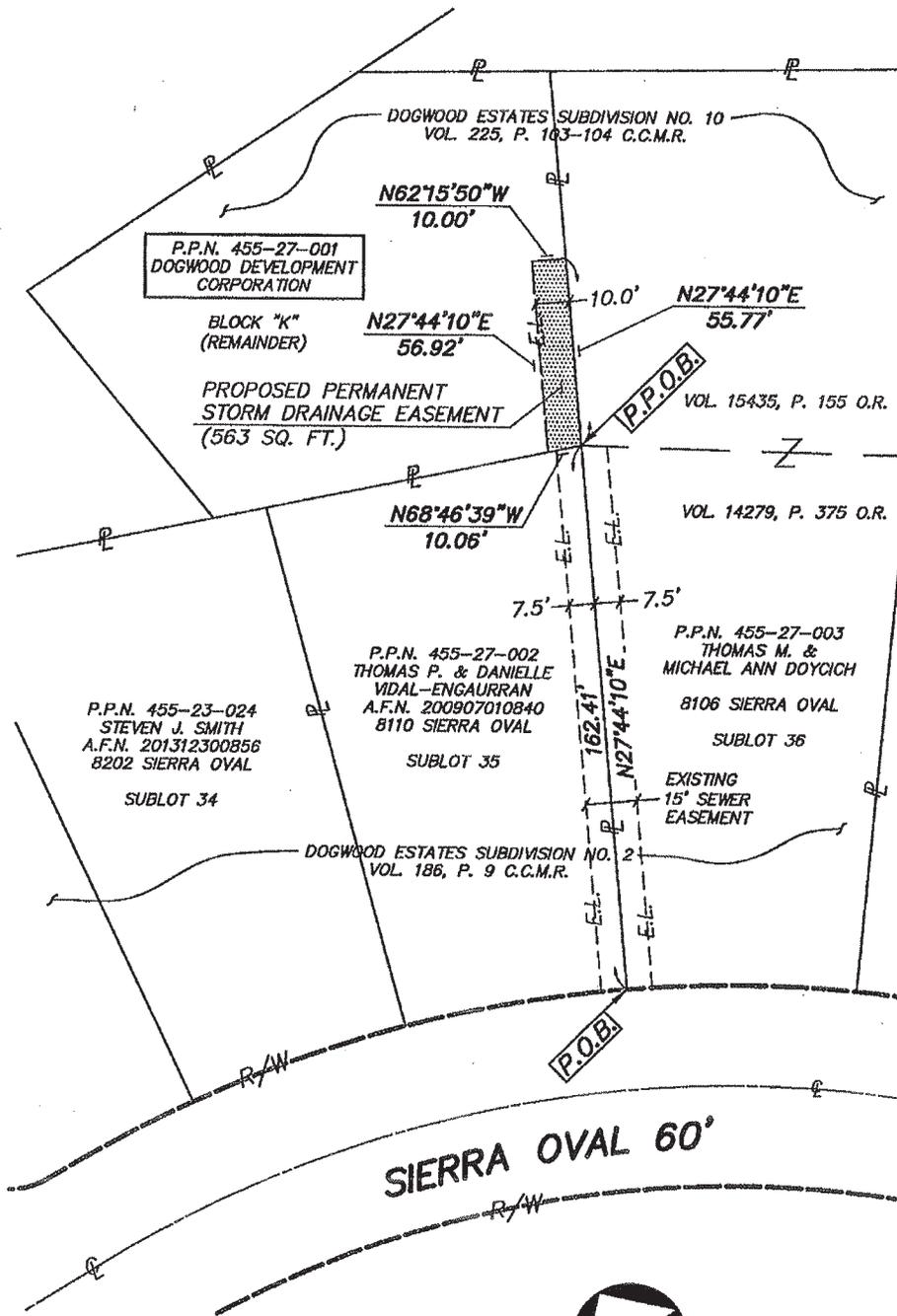
Thence South 62 degrees 15 minutes 50 seconds East, 10.00 feet to a point in the northwesterly line of said land conveyed to Thomas M. and Michael Ann Doycich;

Thence South 27 degrees 44 minutes 10 seconds West along the northwesterly line of said land conveyed to Thomas M. and Michael Ann Doycich, 55.77 feet to the principal place of beginning as described by Donald G. Bohning & Associates, Inc. in September, 2017.

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





**EASEMENT EXHIBIT "A" TO  
ACCOMPANY LEGAL DESCRIPTION  
FOR: DOGWOOD DEVELOPMENT CORPORATION  
P.P.N. 455-27-001  
BLOCK "K" (REMAINDER)  
CITY OF PARMA  
CUYAHOGA COUNTY, OHIO**



				<b>DONALD G. BOHNING &amp; ASSOCIATES, INC.</b> CIVIL ENGINEERING & SURVEYING 7878 HUB PARKWAY • VALLEY VIEW, OHIO 44126 PHONE (216) 842-1130 FAX (216) 842-1132			
				HORIZ. SCALE <b>1"=40'</b>	DATE <b>S.W. D.G. SEP., 2017</b>	BOOK <b>1</b>	
VERT. SCALE _____	FILE NO. <b>42900801-X2</b>	ORDER NO. <b>4290-8</b>	<b>1</b>				

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

**Kevin J. Bowen and Jennifer L. Bowen**  
(Permanent Parcel No. 451-11-065)

KNOW ALL PERSONS BY THESE PRESENTS that Kevin J. Bowen and Jennifer L. Bowen, their successors and assigns (hereinafter collectively referred to as "Grantors") who are the owners of certain land by deed recorded as AFN 201207310524 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 Grantors, 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 perpetual right and perpetual easement to enter upon that portion of the Grantors' 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 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.

The Grantee 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.

The Grantors hereby reserve the right to use 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.

**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 purposes mentioned herein given unto Grantee by Grantors forever. And the Grantors do for themselves and their successors and assigns covenant with the Grantee and its successors and assigns, that at the time and until the sealing of these presents, the Grantors are 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.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands at \_\_\_\_\_  
Ohio, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Kevin J. Bowen

\_\_\_\_\_  
Jennifer L. Bowen

STATE OF OHIO            )  
                                  )SS:  
COUNTY OF CUYAHOGA)

NOTARY PUBLIC

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above  
named Kevin J. Bowen and Jennifer L. Bowen, who acknowledged that they did sign the foregoing  
instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

CITY OF PARMA

By: \_\_\_\_\_  
Timothy J. DeGeeter, Mayor

STATE OF OHIO            )  
                                  ) SS:  
COUNTY OF CUYAHOGA)

NOTARY PUBLIC

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above  
named Timothy J. DeGeeter, the duly elected and acting Mayor of the City of Parma, who, after first  
being duly cautioned according to law, acknowledged that he has the power to bind the City of Parma,  
pursuant to appropriate Councilmanic authorization, to the terms and conditions of the foregoing  
instrument and that he did sign the foregoing instrument as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at  
\_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

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 Form:

\_\_\_\_\_  
Law Director, City of Parma



**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. 451-11-065  
DGB 4290-8

September, 2017

EXHIBIT "A"  
LEGAL DESCRIPTION

Situated in the City of Parma, County of Cuyahoga, and State of Ohio, and known as being part of Sublot No. 85 in the Rolling Acres Subdivision No. 2 of part of Original Parma Township Lot 15, Ely Tract, as shown by the recorded plat in Volume 181, Page 50 of Cuyahoga County Map Records, and bounded and described as follows:

Beginning at a point in the curved easterly line of West Parkview Drive, 70 feet wide, at its intersection with the southerly line of said Sublot 85;

Thence northeasterly along the easterly line of West Parkview Drive, being an arc of a curve deflecting to the right, 7.66 feet to a point, said arc having a radius of 250.00 feet, a central angle of 1 degree 45 minutes 21 seconds, and a chord which bears North 11 degrees 37 minutes 05 seconds East, 7.66 feet;

Thence North 89 degrees 51 minutes 10 seconds East, being parallel to the southerly line of said Sublot 85, and distant 7.5 feet therefrom by rectangular measurement, 38.40 feet to a point;

Thence South 87 degrees 36 minutes 34 seconds East, 33.88 feet to a point;

Thence North 89 degrees 51 minutes 10 seconds East, being parallel to the southerly line of said Sublot 85, and distant 6 feet therefrom by rectangular measurement, 78.47 feet to a point;

Thence South 69 degrees 35 minutes 14 seconds East, 17.08 feet to a point in the southerly line of said Sublot 85;

Thence South 89 degrees 51 minutes 10 seconds West along the southerly line of said Sublot 85, 168.28 feet to the place of beginning as described by Donald G. Bohning & Associates, Inc. in September, 2017.

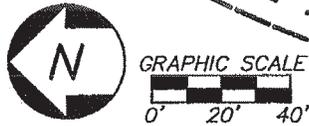
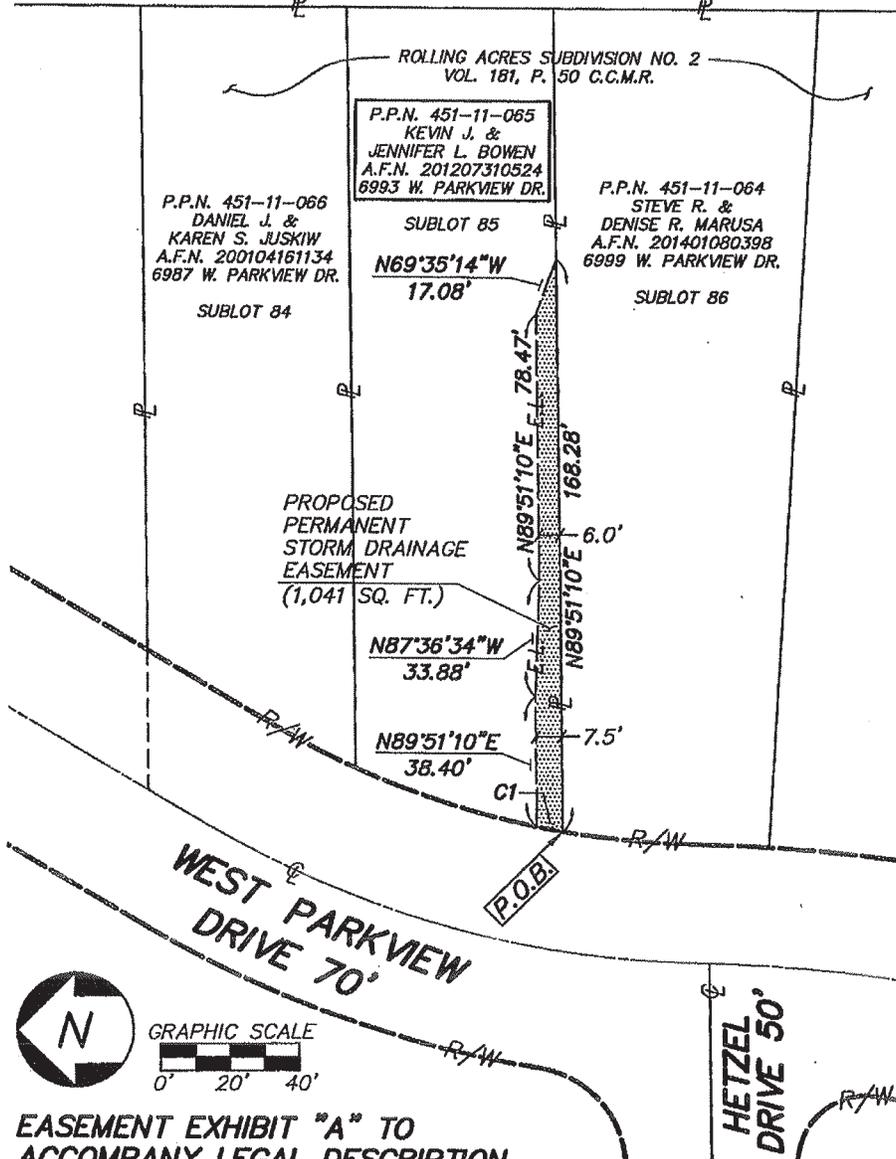
The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

Michael A. Ackerman  
Registered Surveyor No. 8196



CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	250.00'	7.66'	3.83'	7.66'	N11°37'05"E	1°45'21"

P.P.N. 451-12-043  
CITY OF PARMA  
BLOCK "C"  
CHARLES SUBDIVISION No.1  
VOL. 191, P. 61-62 C.C.M.R.



**EASEMENT EXHIBIT "A" TO  
ACCOMPANY LEGAL DESCRIPTION  
FOR: KEVIN J. & JENNIFER L. BOWEN  
P.P.N. 451-11-065  
6993 WEST PARKVIEW DRIVE  
CITY OF PARMA  
CUYAHOGA COUNTY, OHIO**

<b>DONALD G. BOHNING &amp; ASSOCIATES, INC.</b> CIVIL ENGINEERING & SURVEYING 7070 15th PARKWAY • VALLEY VIEW, OHIO 44125 PHONE (216) 843-1130 FAX (216) 842-1132					
HORIZ. SCALE <b>1"=40'</b>	DATE <b>S.W. D.G.</b>	COL.	DATE <b>SEP., 2017</b>	<b>1</b>	
NEXT DRAWING NO.	FILE NO. <b>42900803-X1</b>	ORDER NO. <b>4290-8</b>	<b>1</b>		

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

**Steve R. Marusa and Denise R. Marusa**

(Permanent Parcel No. 451-11-064)

KNOW ALL PERSONS BY THESE PRESENTS that Steve R. Marusa and Denise R. Marusa, their successors and assigns (hereinafter collectively referred to as "Grantors") who are the owners of certain land by deed recorded as AFN 201401080398 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 Grantors, 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 perpetual right and perpetual easement to enter upon that portion of the Grantors' 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 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.

The Grantee 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.

The Grantors hereby reserve the right to use 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.

**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 purposes mentioned herein given unto Grantee by Grantors forever. And the Grantors do for themselves and their successors and assigns covenant with the Grantee and its successors and assigns, that at the time and until the sealing of these presents, the Grantors are 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.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands at \_\_\_\_\_,  
Ohio, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Steve R. Marusa

\_\_\_\_\_  
Denise R. Marusa

STATE OF OHIO            )  
                                  )SS:  
COUNTY OF CUYAHOGA)

**NOTARY PUBLIC**

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above  
named Steve R. Marusa and Denise R. Marusa, who acknowledged that they did sign the foregoing  
instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

**CITY OF PARMA**

By: \_\_\_\_\_  
Timothy J. DeGeeter, Mayor

STATE OF OHIO            )  
                                  ) SS:  
COUNTY OF CUYAHOGA)

**NOTARY PUBLIC**

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above  
named Timothy J. DeGeeter, the duly elected and acting Mayor of the City of Parma, who, after first  
being duly cautioned according to law, acknowledged that he has the power to bind the City of Parma,  
pursuant to appropriate Councilmanic authorization, to the terms and conditions of the foregoing  
instrument and that he did sign the foregoing instrument as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at  
\_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

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 Form:

\_\_\_\_\_  
Law Director, City of Parma



**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. 451-11-064  
DGB 4290-8

September, 2017

EXHIBIT "A"  
LEGAL DESCRIPTION

Situated in the City of Parma, County of Cuyahoga, and State of Ohio, and known as being part of Sublot No. 86 in the Rolling Acres Subdivision No. 2 of part of Original Parma Township Lot 15, Ely Tract, as shown by the recorded plat in Volume 181, Page 50 of Cuyahoga County Map Records, and bounded and described as follows:

Beginning at a point in the curved easterly line of West Parkview Drive, 70 feet wide, at its intersection with the northerly line of said Sublot 86;

Thence North 89 degrees 51 minutes 10 seconds East along the northerly line of said Sublot 86, 168.28 feet to a point;

Thence South 69 degrees 35 minutes 14 seconds East, 77.77 feet to a point in the easterly line of said Sublot 86;

Thence South 0 degrees 52 minutes 52 seconds West along the easterly line of said Sublot 86, 21.22 feet to a point;

Thence North 69 degrees 35 minutes 14 seconds West, 112.56 feet to a point;

Thence South 89 degrees 51 minutes 10 seconds West, being parallel to the northerly line of said Sublot 86, and distant 9 feet therefrom by rectangular measurement, 61.85 feet to a point;

Thence North 87 degrees 36 minutes 34 seconds West, 33.88 feet to a point;

Thence South 89 degrees 51 minutes 10 seconds West, being parallel to the northerly line of said Sublot 86, and distant 7.5 feet therefrom by rectangular measurement, 40.96 feet to a point in the curved easterly line of West Park Drive;

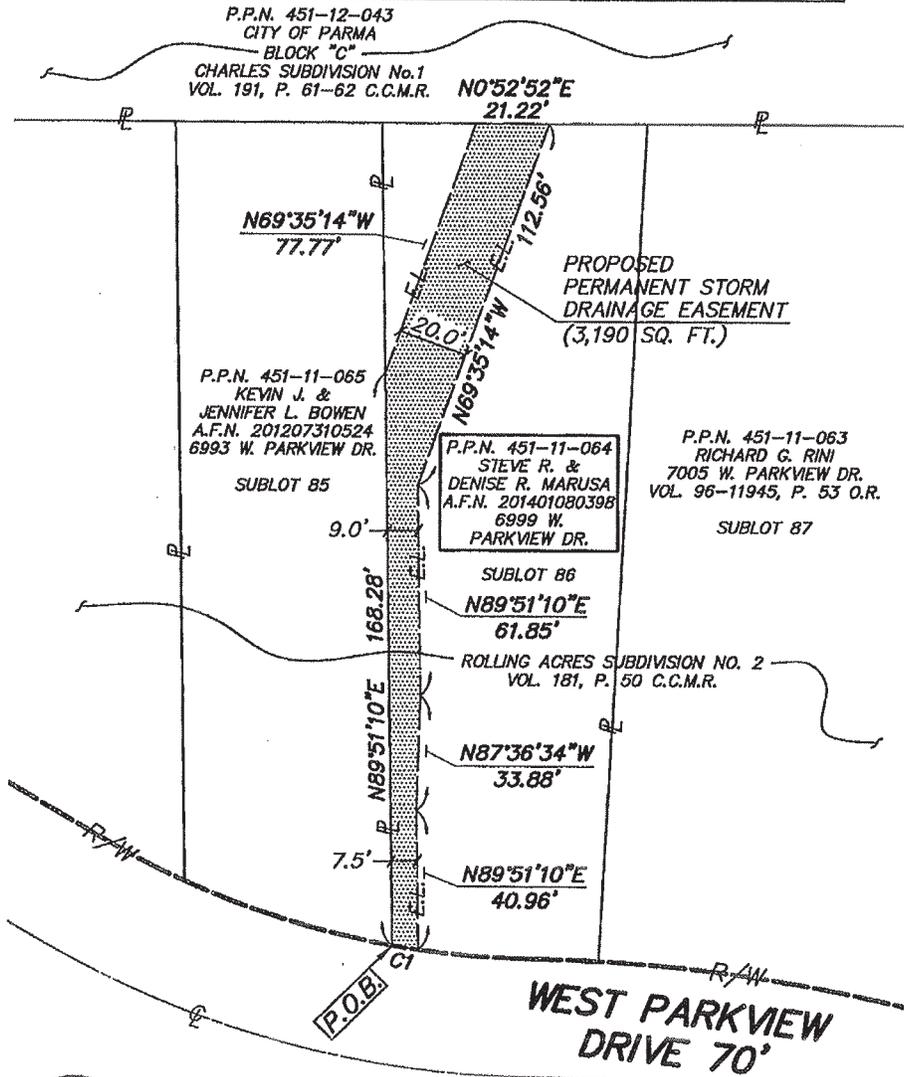
Thence northeasterly along the easterly line of West Parkview Drive, being an arc of a curve deflecting to the right, 7.62 feet to the place of beginning, said arc having a radius of 250.00 feet, a central angle of 1 degree 44 minutes 44 seconds, and a chord which bears North 9 degrees 52 minutes 03 seconds East, 7.62 feet as described by Donald G. Bohning & Associates, Inc. in September, 2017.

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



CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	250.00'	7.62'	3.81'	7.62'	N9°52'03"E	1°44'44"



**EASEMENT EXHIBIT "A" TO  
ACCOMPANY LEGAL DESCRIPTION  
FOR: STEVE R. & DENISE R. MARUSA  
P.P.N. 451-11-064  
6999 WEST PARKVIEW DRIVE  
CITY OF PARMA  
CUYAHOGA COUNTY, OHIO**

**HETZEL DRIVE 50'**

**WEST PARKVIEW DRIVE 70'**

**DONALD G. BOHNING & ASSOCIATES, INC.**  
CIVIL ENGINEERING & SURVEYING  
7979 HUB PARKWAY • VALLEY VIEW, OHIO 44125  
PHONE (216) 642-1130 FAX (216) 642-1132

SCALE	DATE	BY	CHK.	DATE
1"=40'	S.W.	D.G.	SEP., 2017	1
FILE NO.	ORDER NO.			
42900803-X2	4290-8			1