

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

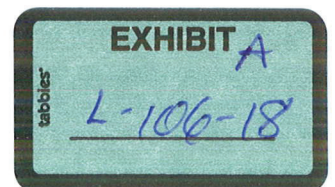
Eugene Magockyj

(Permanent Parcel No. 450-09-021)

KNOW ALL PERSONS BY THESE PRESENTS that Eugene Magockyj, his successors and assigns (hereinafter collectively referred to as "Grantors") who are the owners of certain land by deed recorded as A.F.N. 200209230054, A.F.N. 200209250474, and Deed Volume 10191, Page 7 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 his hand at PARMA, Ohio, on the 12 day of APRIL, 2018.

Eugene Magockyj
Eugene Magockyj

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 Eugene Magockyj, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at PARMA, OH, Ohio this 12 day of April, 2018.

Lynne S. Thomay
Notary Public



LYNNE S. THOMAY
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
1/2/22
Recorded in
Cuyahoga County

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_____.

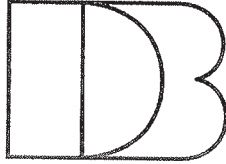
Notary Public

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 Bohning
& Associates**
7979 Hub Parkway
Valley View, Ohio 44125
T 216.642.1130
F 216.642.1132

P.P.N. 450-09-021
Storm Drainage Easement- Magockyj
DGB 4290-9

January, 2018

EXHIBIT "A"
LEGAL DESCRIPTION

Situated in the City of Parma, County of Cuyahoga, and State of Ohio; and known as being part of Sublot 126 in the Elworthy-Helwick Company's Highland Orchards Subdivision of part of Original Parma Township Lot No. 11, Ely Tract, as shown by the plat recorded in Volume 80, Page 9 of Cuyahoga County Map Records, and bounded and described as follows:

Beginning in the northerly line of Orchard Park Drive, 50 feet wide, at its intersection with the westerly line of said Sublot 126;

Thence North 88 degrees 59 minutes 27 seconds East along the northerly line of Orchard Park Drive, 32.21 feet to a point, and the principal place of beginning of the easement herein described;

Thence North 12 degrees 27 minutes 23 seconds West, 85.29 feet to a point;

Thence North 29 degrees 57 minutes 23 seconds West, 31.57 feet to a point at its intersection with the westerly line of said Sublot 126;

Thence North 1 degree 00 minutes 33 seconds West along the westerly line of said Sublot 126, 41.32 feet to a point;

Thence South 29 degrees 57 minutes 23 seconds East, 70.81 feet to a point;

Thence South 12 degrees 27 minutes 23 seconds East, 92.42 feet to a point in the northerly line of Orchard Park Drive;

Thence South 88 degrees 59 minutes 27 seconds West along the northerly line of Orchard Park Drive, 20.41 feet to the principal place of beginning as described by Donald G. Bohning & Associates, Inc. in January, 2018.

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

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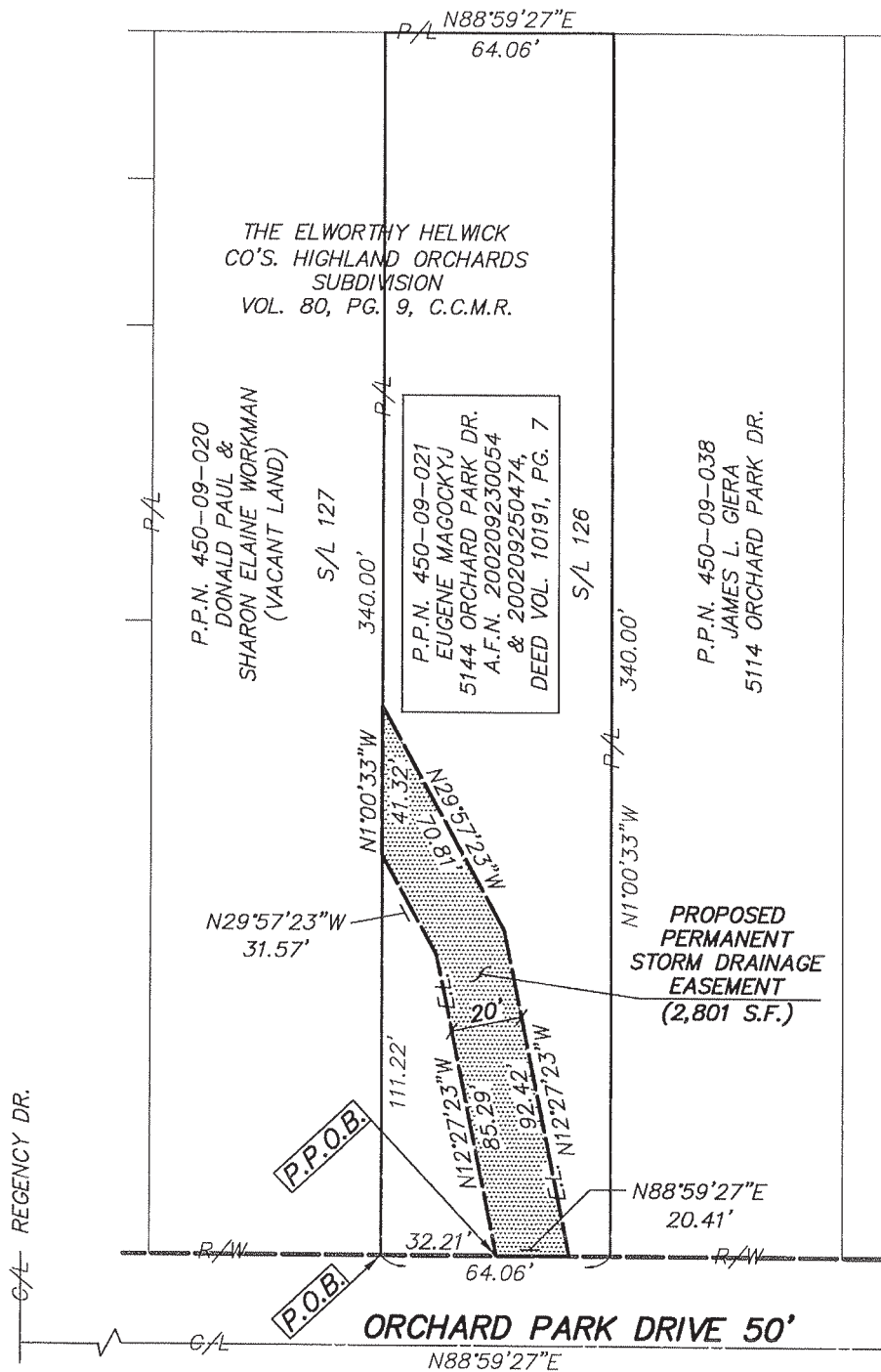


EXHIBIT "A"
TO ACCOMPANY LEGAL DESCRIPTION FOR
PERMANENT STORM DRAINAGE EASEMENT
 FOR: EUGENE MAGOCKYJ
 P.P.N. 450-09-021
 5144 ORCHARD PARK DRIVE
 CITY OF PARMA
 CUYAHOGA COUNTY, OHIO



HORIZ. SCALE	DWN	DD.	DATE	1
1"=40'	M.G.	M.A.	JAN., 2018	
VERT. SCALE	FILE NO.	ORDER NO.		1
	429009-X1	4290-9		

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