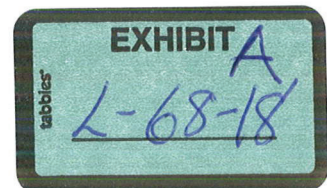


PERMANENT STORMWATER EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That: City of Parma, Ohio, "Land Reutilization Program", hereinafter the "GRANTOR", does hereby give, grant, bargain, and convey, to the Northeast Ohio Regional Sewer District, a regional sewer district organized and existing as an independent political subdivision of the State of Ohio under Chapter 6119 of the Ohio Revised Code, hereinafter the "GRANTEE", acting pursuant to Resolution No. _____, adopted by its Board of Trustees on _____, 20____, forever and in perpetuity, a Stormwater Easement for the purposes hereinafter described, in, across, through, upon, over, and under certain areas (herein, the "Easement Area", as described herein below) of the real estate situated in the City of Parma, and known as Parcel No. 457-10-070 (herein, the "Real Estate"), together with a right of ingress and egress over the Real Estate to access the Easement Area described herein. GRANTOR claims title to said Real Estate by deed recorded in the Cuyahoga County, Ohio Recorder's office at Instrument No. 200804180134.

The Easement Area contains 0.4280 acre, more or less, within said Real Estate and is more particularly described in Exhibit "A" which is attached hereto, made a part hereof, and incorporated herein.

Said Stormwater Easement is hereby granted and conveyed together with all the rights, privileges, appurtenances, and advantages thereto belonging or appertaining to their use and benefit forever by the GRANTEE. This Stormwater Easement is provided to the GRANTEE for the purposes of installing, constructing, reconstructing, improving, operating, repairing, inspecting, renewing, maintaining, removing



and replacing stormwater facilities (herein, collectively, the "Facilities") within the Easement Area. The exercise and nature of the rights granted herein shall be at the sole discretion of the GRANTEE.

GRANTOR agrees not to excavate or fill land or build, construct, place or permit any landscaping, planting, pavement, building or other structure or item upon or within the Easement Area or the Real Estate in a manner which would interfere with the activities and purposes of GRANTEE as set forth herein or to otherwise conduct activities or use the Real Estate in a manner which would interfere with the activities and purposes of GRANTEE as set forth herein. Further, GRANTOR shall not cause or permit others to remove or willfully alter the Facilities.

The GRANTEE shall, at all times, have the right to access the Easement Area and Facilities and to ingress and egress over the Real Estate to enter upon the Easement Area to do all things necessary for the activities and purposes set forth herein, including, but not limited to, the use of vehicles, equipment, materials and machinery within the Easement Area and their transportation across the Real Estate to access the Easement Area for the activities and purposes set forth herein. GRANTEE agrees to repair or replace, if necessary, any damages to the surface of the Real Estate disturbed by reason of or in connection with the activities and purposes herein granted, so that said Real Estate will return to substantially the same condition in which it was found prior to the commencement of such activities and purposes, except that GRANTEE shall not be required to replace any trees within the Easement Area which are damaged at any time, nor shall it be required to replace any landscaping installed within the Easement Area after the initial construction of the said Facilities and subsequently disturbed by GRANTEE in connection with the activities and purposes herein granted to it.

This grant of Stormwater Easement will run with the land and will be binding on and will inure to the benefit of the GRANTOR and GRANTEE, and their respective heirs, successors and assigns and the rights herein granted shall continue in perpetuity.

To have and to hold the land herein before described unto the GRANTEE for the aforesaid uses and purposes.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20__.

CITY OF PARMA, OHIO, "LAND REUTILIZATION PROGRAM"

By: _____

Print: _____

Title: _____

By: _____

Print: _____

Title: _____

Signed and acknowledged
in the presence of:

STATE OF OHIO }

COUNTY OF CUYAHOGA } ss:

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above-named City of Parma, Ohio, "Land Reutilization Program", by

_____, its _____, who

acknowledged that he did sign the foregoing, and that the same is his free act and deed personally and as said officer.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal at

_____, Ohio, this _____ day of _____, 20 ____.

NOTARY PUBLIC

The legal form of this instrument is approved.

DATE _____, 20__.

Eric Luckage
Chief Legal Officer
Northeast Ohio Regional Sewer District

Northeast Ohio Regional Sewer District

By: _____
Kyle Dreyfuss-Wells
Chief Executive Officer

And: _____
Darnell Brown
President, Board of Trustees

This instrument prepared by:

Julie A. Blair, Esq.
Northeast Ohio Regional Sewer District
3900 Euclid Avenue
Cleveland, Ohio 44115
(216) 881-6600



GPD GROUP®

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Akron, OH 44311
330.572.2100 Fax: 330.572.2101

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PERMANENT STORMWATER EASEMENT ACROSS PARCEL NO. 457-10-070 PART OF ORIGINAL PARMA TOWNSHIP LOT NOS. 37 & 38 CITY OF PARMA, COUNTY OF CUYAHOGA STATE OF OHIO

Referenced Drawing:
2017336.00

Date:

1-2018

ADD / PR / ASI / BUL / RFI #:

Sketch #:

1

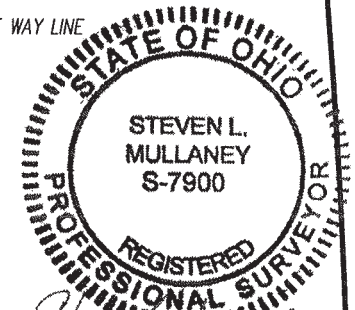
LEGEND:

P.O.B. POINT OF BEGINNING

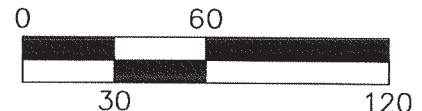
CH — PERMANENT STORMWATER EASEMENT LINE

— CENTER LINE

R/W — RIGHT OF WAY LINE



CITY OF PARMA LAND
REUTILIZATION PROGRAM 02/01/18
BLOCK B
PLEASANT ACRES SUBDIVISION NO. 1
VOL. 203, PG. 74 C.C.M.R.
457-10-070



Horizontal
Scale in Feet

LINE DATA

SEGMENT	LENGTH	DIRECTION
L1	32.87	N67° 38' 47"E
L2	39.00	S73° 59' 49"W

JOSHUA D. & MELISSA
M. GROLEAU
457-17-011

EXHIBIT A

PERMANENT STORMWATER EASEMENT

Situated in the State of Ohio, Cuyahoga County, City of Parma, and known as being a part of Original Parma Township Lot Nos. 37 & 38 and further known as being a part of "Block B" of Pleasant Acres Subdivision No. 1 as recorded in Volume 203, Page 74 of Cuyahoga County Map Records and being more particularly described as follows:

Commencing, for reference, at the northwest corner of said "Block B", said point being on the northeasterly right of way line of East Linden Lane (60 feet wide), said point also being the **Point of Beginning** of the easement herein described. Thence, clockwise along the following twelve (12) courses;

1. Thence leaving said northeasterly right of way line and along the northerly line of said "Block B", **North 67° 38' 47" East** a distance of **32.87** feet to a point thereon,
2. Thence continuing across the grantor's tract, **South 15° 17' 15" East** a distance of **55.18** feet to a point,
3. Thence continuing across the grantor's tract, **South 2° 09' 02" East** a distance of **58.13** feet to a point,
4. Thence continuing across the grantor's tract, **South 15° 04' 46" East** a distance of **49.39** feet to a point,
5. Thence continuing across the grantor's tract, **South 1° 29' 48" West** a distance of **138.26** feet to a point,
6. Thence continuing across the grantor's tract, **South 16° 46' 37" East** a distance of **30.71** feet to a point,
7. Thence continuing across the grantor's tract, **South 2° 17' 30" East** a distance of **91.70** feet to a point,
8. Thence continuing across the grantor's tract, **South 15° 22' 37" East** a distance of **60.81** feet to a point on the southerly line of said "Block B",
9. Thence along said southerly line, **South 73° 59' 49" West** a distance of **39.00** feet to a point on the easterly right of way line of said East Linden Lane,
10. Thence along said easterly right of way line and the arc of a curve deflecting to the right a distance of **216.94** feet, said curve having a radius of **800.00** feet and a chord which bears **North 8° 10' 04" West** a distance of **216.28** feet to a point thereon,
11. Thence continuing along said easterly right of way line, **North 0° 23' 57" West** a distance of **183.86** feet to a point thereon,

12. Thence continuing along said easterly line and the arc of a curve deflecting to the left a distance of **79.22** feet, said curve having a radius of **206.75** feet and a chord which bears, **North 11° 22' 38" West** a distance of **78.74** feet to the **Point of Beginning**, containing a total of 0.4280 acres (18,642 sq. ft.) of land, more or less, and subject to all easements, restrictions, and covenants of record as surveyed under the supervision of Steven L. Mullaney, Ohio Professional Surveyor #7900, of Glaus, Pyle, Schomer, Burns & Dehaven, Inc., d.b.a. GPD Group in January of 2018 and is contained within Cuyahoga County Auditor's Permanent Parcel No. 457-10-070.

The bearings for this description are based on Grid North, of the Ohio State Plane Coordinate System, North Zone, NAD83(2011).

