

TRANSFER NOT REQUIRED

DEC 20 2017

CUYAHOGA COUNTY FISCAL OFFICE

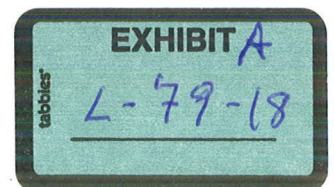
CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 5
DEEA 12/20/2017 1:41:48 PM
201712200353

**EASEMENT FOR CONSTRUCTION, RECONSTRUCTION, OPERATING,
MAINTAINING, REPAIRING AND REPLACING STORM DRAINAGE FACILITIES,
AND APPURTENANCES THERETO 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 \$2,270.00 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 purpose 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 have 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 Parma, Ohio, on the 12th day of December, 2017.



KEVIN J. BOWEN (Grantor)



JENNIFER L. BOWEN (Grantor)

STATE OF OHIO }
CUYAHOGA COUNTY } ss.

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 Parma, Ohio this 12th day of December, 2017.



DEBORAH M. KISH
Notary Public, State of Ohio
My Commission Expires
February 10, 2019



Notary Public

CITY OF PARMA, OHIO

By: [Signature]
Print: Timothy J. DeGreter
Title: Mayor

STATE OF OHIO }
CUYAHOGA COUNTY } ss.

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Timothy J. DeGreter who acknowledged that he did sign the foregoing instrument as his free act and deed on behalf of the Grantee.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Parma, Ohio this 12th day of December, 2017.

[Signature]
Notary Public KATHLEEN M. McLAUGHLIN
Notary Public, State of Ohio, Cuyahoga County
My Commission Expires 12-19-21

Instrument Prepared By:

Milos Veljkovic (83320)
Assistant Law Director
City of Parma
6611 Ridge Road; Parma, Ohio 44129
440.885.8132
mveljkovic@parmalaw.org



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;

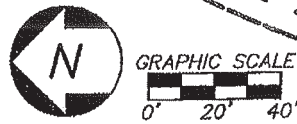
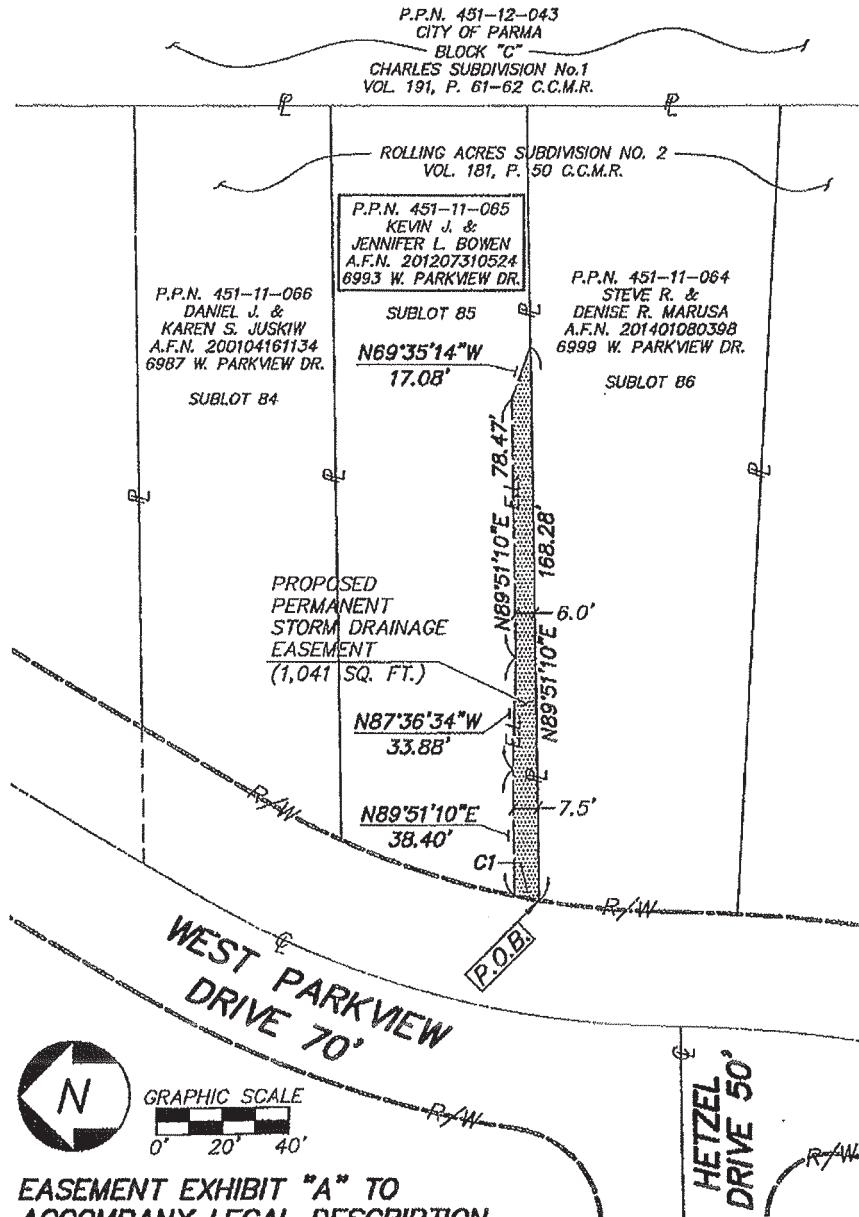
Thence South 89 degrees 51 minutes 10 seconds West along the southerly line of said Sublot 85, 168.28 feet to the place of beginning as described by Donald G. Bohning & Associates, Inc. in September, 2017.

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"



**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**

DEB DONALD G. BOHNING & ASSOCIATES, INC. CIVIL ENGINEERING & SURVEYING 7078 HARBORWAY RD. VALLEY VIEW, OHIO 44125 PHONE: (216) 842-1120 FAX: (216) 842-1122					
DATE SCALE	DATE	BY	CHKD.	DATE	NO.
1"=40'	S.W.	D.G.		SEP., 2017	1
FILE NO.	PROJECT				
42900803-X1	4290-B				1

TRANSFER NOT REQUIRED

DEC 20 2017

CUYAHOGA COUNTY FISCAL OFFICE

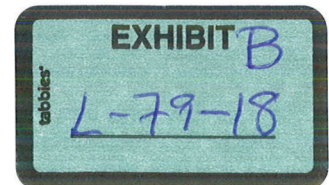
CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 5
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201712200354

**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 \$1,130.00 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 purpose 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 have 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 Parma, Ohio, on the 8th day of December, 2017.

Thomas M. Doycich
THOMAS M. DOYCICH (Grantor)

Michael Ann Doycich
MICHAEL ANN DOYCICH (Grantor)

STATE OF OHIO }
CUYAHOGA COUNTY } ss.

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 Parma, Ohio this 8th day of December, 2017.



MICHELLE R. SANDERSON
Notary Public, STATE OF OHIO
My Commission Expires
DEC. 30, 2017

[Signature]
Notary Public

CITY OF PARMA, OHIO

By: 

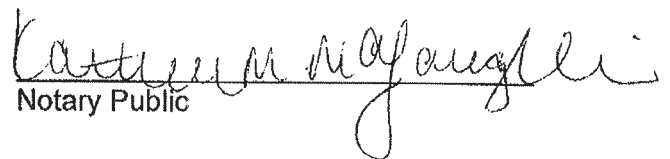
Print: Timothy J DeGeeter

Title: Mayor

STATE OF OHIO }
CUYAHOGA COUNTY } ss.

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Timothy J. DeGeeter who acknowledged that he did sign the foregoing instrument as his free act and deed on behalf of the Grantee.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Parma, Ohio this 12th day of December, 2017.


Notary Public

KATHLEEN M. McLAUGHLIN
Notary Public, State of Ohio, Cuyahoga County
My Commission Expires 12-18-21

Instrument Prepared By:

Milos Veljkovic (83320)
Assistant Law Director
City of Parma
6611 Ridge Road; Parma, Ohio 44129
440.885.8132
mveljkovic@parmalaw.org



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;

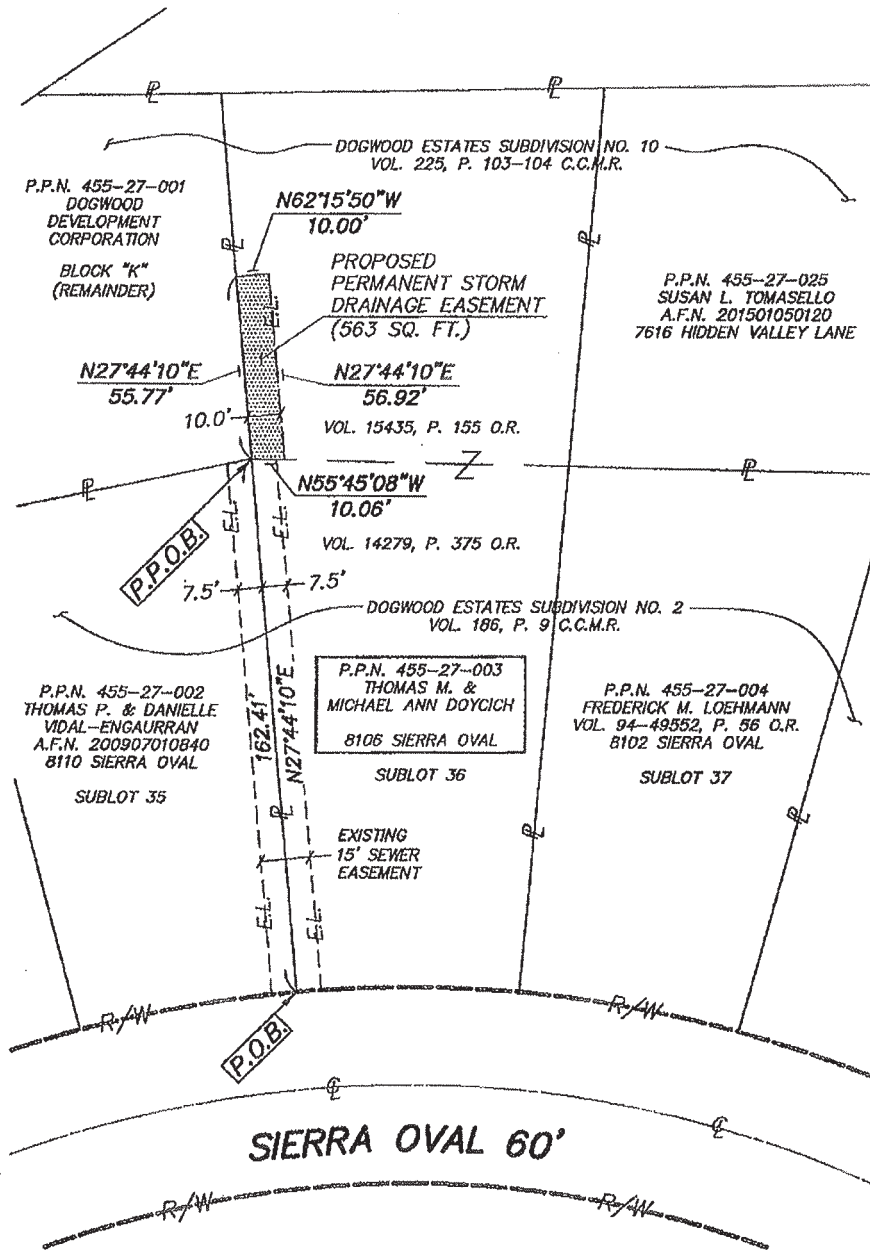
Thence South 27 degrees 44 minutes 10 seconds West being parallel to the northwesterly line of said land conveyed to Thomas M. and Michael Ann Doycich, and distant 10 feet therefrom by rectangular measurement, 56.92 feet to a point in the northerly line of said Sublot 36;

Thence North 55 degrees 45 minutes 06 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 7979 HALE PARKWAY • VALLEY HILL, OHIO 44125 PHONE: (216) 842-1130 FAX: (216) 842-1132			
LEGAL SCALE 1" = 40' NAD 83 SCALE	SHEET S.W.	DATE D.G. SEP., 2017	SHEET NO. 1
PROJECT NO. 42900801-X1	DRAWING NO. 4290-8		

TRANSFER NOT REQUIRED

FEB 14 2018

CUYAHOGA COUNTY FISCAL OFFICE

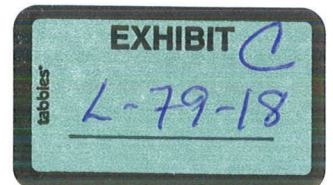
CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 6
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**EASEMENT FOR CONSTRUCTION, RECONSTRUCTION, OPERATING,
MAINTAINING, REPAIRING AND REPLACING STORM DRAINAGE FACILITIES,
AND APPURTENANCES THERETO IN, UNDER, ACROSS AND THROUGH
CERTAIN LANDS OWNED BY**

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 Six Thousand Five Hundred Forty Five dollars (\$6,545) 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 part hereof by reference (hereinafter referred to as the "Easement Area"), and to remove trees and other obstructions when necessary 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.

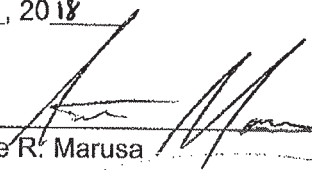
The Grantee hereby agrees that if the surface of the Easement Area is disturbed by Grantee's exercise of its rights and privileges under this Agreement, Grantee shall restore said surface area as near as possible to the condition in which it existed at the commencement of Grantee's activities. Grantee further agrees that if the shed and swing set located on Grantors' Premises are damaged by Grantee's exercise of its rights and privileges under this Agreement, Grantee, at its sole discretion, shall either (a) repair the damaged structure; or (b) replace the damaged structure with a comparable structure.

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 easements hereby granted.

TO HAVE AND 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 have 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 the purposes herein described.

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IN WITNESS WHEREOF, the undersigned have thereunto set their hands on the 2 day of February, 2018



Steve R. Marusa




Denise R. Marusa

STATE OF OHIO }
CUYAHOGA COUNTY } ss.

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 this 2 day of February, 2018.





Notary Public

CHARLENE A. MARUSA
NOTARY PUBLIC - STATE OF OHIO
Recorded in Cuyahoga County
My Comm. Expires 5-6-22

CITY OF PARMA, OHIO

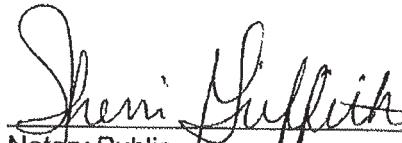
By: 
Timothy J. DeGeeter, Mayor

STATE OF OHIO }
CUYAHOGA COUNTY } ss.

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 this
5th day of February, 2018.




Notary Public

Instrument Prepared By:

Milos Veljkovic (83320)
Assistant Law Director
City of Parma
6611 Ridge Road / Parma, OH 44129
440.885.8132



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, Bly 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;

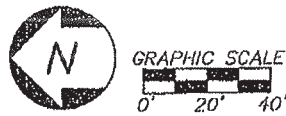
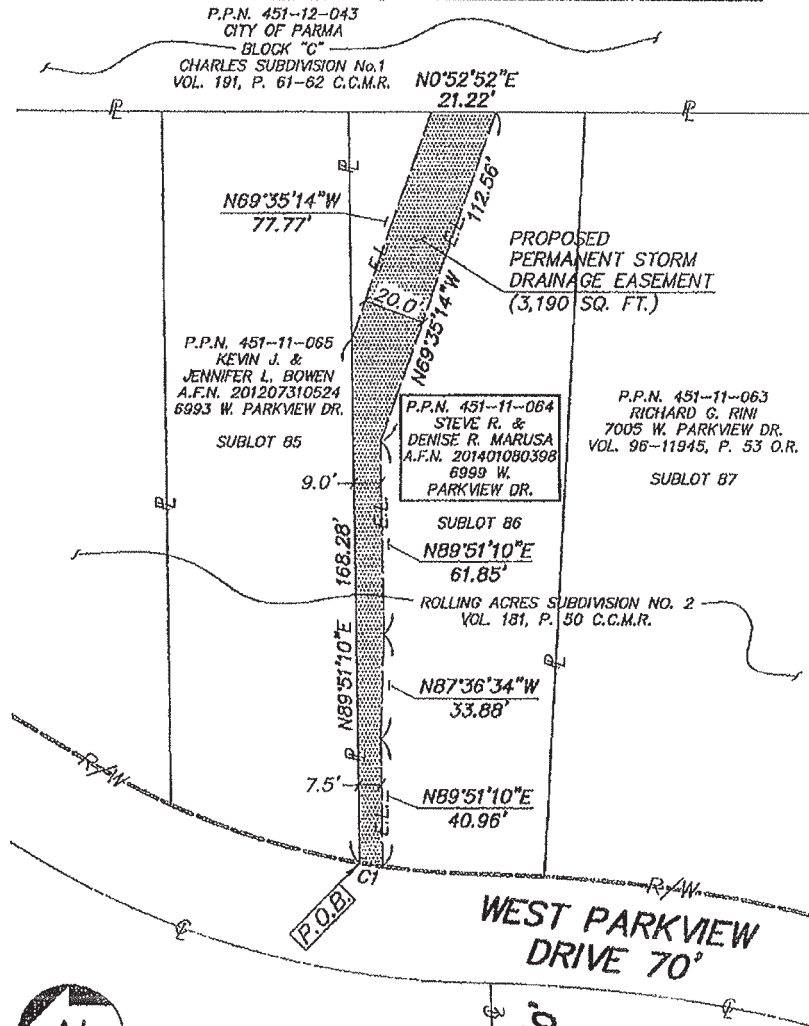
Thence northeasterly along the easterly line of West Parkview Drive, being an arc of a curve deflecting to the right, 7.62 feet to the place of beginning, said arc having a radius of 250.00 feet, a central angle of 1 degree 44 minutes 44 seconds, and a chord which bears North 9 degrees 52 minutes 03 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'	N8°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'**

DONALD G. BOHNING & ASSOCIATES, INC. CIVIL ENGINEERING & SURVEYING 7029 HAWK HARBORWAY • VALLEY VIEW, OHIO 44151 BRIDGE (216) 842-1100 FAX (216) 842-4132			
TYPICAL SCALE 1" = 40' DATE 42900803-X2	SHEET NO. S.W.	JOB NO. D.G.	DATE SEP., 2017 4290--B
			SHEET NO. 1 TOTAL SHEETS 1