

TRAILER REQUIRED

6-2-17

OFFICE OF FISCAL OFFICER

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 7
DEEA 12/20/2017 1:41:48 PM
201712200352

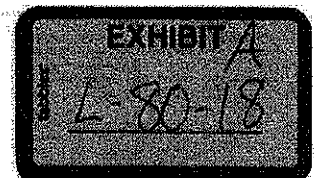
TEMPORARY CONSTRUCTION AND PERMANENT UTILITY EASEMENT AGREEMENT

This Temporary Construction and Permanent Utility Easement Agreement ("Agreement") is entered into by and between DENNIS J. GRENCIEWICZ and GAIL A. GRENCIEWICZ ("Grantors"), husband and wife, who own real property located at 5511 Broadview Road in the City of Parma, County of Cuyahoga, State of Ohio consisting of Permanent Parcel No. 445-10-001 described in AFN 200809260239 and AFN 200809260240 ("Grantors' Property"), and the CITY OF PARMA, Ohio ("Grantee"), a political subdivision of the State of Ohio.

For valuable consideration in the sum of Two Thousand Four Hundred Dollars (\$2,400.00), the receipt and sufficiency of which Grantors acknowledge, Grantors and Grantee do hereby agree to the following terms:

1. **PERMANENT UTILITY EASEMENT.** Grantors grant, bargain, sell, convey and release to Grantee, its successors and assigns, a permanent easement ("Permanent Easement") over, under, in, along, across and upon a part of Grantors' Property for purposes of constructing, installing, using, operating, maintaining, repairing, and replacing a sanitary sewer pipe, together with all necessary manholes, connections, equipment, and facilities (the "Improvements"). The Permanent Easement is depicted generally on the attached and incorporated Exhibit A, and is described more fully as follows:

Situated in the City of Parma, County of Cuyahoga and State of Ohio and known as being part of Original Lot No. 1 in the Blake Tract and also known as being part of Sublot No. 52 in E. Moran's Tuxedo Farms Annex, as shown by the recorded plat in Volume 78 of Maps, Page 26 of Cuyahoga County Records, and bounded and described as follows:



Commencing at the Northwesterly corner of said Sublot 52, said point being on the easterly right-of-way line of Broadview Road (width varies);

Thence South $12^{\circ}33'19''$ East along said Easterly right-of-way line of Broadview Road a distance of 63.11 feet to a point and the principal place of beginning;

Thence North $87^{\circ}57'41''$ East a distance of 10.17 feet to a point;

Thence South $12^{\circ}33'19''$ East a distance of 44.35 feet to a point;

Thence South $11^{\circ}56'30''$ East a distance of 9.00 feet to a point;

Thence South $87^{\circ}57'41''$ West a distance of 10.15 feet to a point on said Easterly right-of-way line of Broadview Road;

Thence North $11^{\circ}56'30''$ West along said Easterly right-of-way line of Broadview Road a distance of 7.20 feet to a point;

Thence North $12^{\circ}33'19''$ West continuing along said Easterly right-of-way line of Broadview Road a distance of 46.15 feet to the principal place of beginning and containing 533.45 square feet (0.0122 acre) of land, be the same more or less, but subject to all legal highways.

The basis of bearings is to an assumed meridian.

This legal description was written by Mackay Engineering and Surveying Company in March 2017 under the supervision of Michael Mackay, P.S. #7344.

2. **TEMPORARY CONSTRUCTION EASEMENT.** Grantors grant, bargain, sell, convey and release to Grantee, its successors and assigns, a temporary easement ("Temporary Easement") over, under, in, along, across and upon a part of Grantors' Property for purposes reasonably related to the initial construction and installation of the Improvements. The Temporary Easement is depicted generally on the attached and incorporated Exhibit A, and is described more fully as follows:

Situated in the City of Parma, County of Cuyahoga and State of Ohio and known as being part of Original Lot No. 1 in the Blake Tract and also known as being part of Sublot No. 52 in E. Moran's Tuxedo Farms Annex as shown by the recorded plat in Volume 78 of Maps, Page 26 of Cuyahoga County Records, and bounded and described as follows:

Beginning at the Northwesterly corner of said Sublot 52, said point being on the Easterly right-of-way line of Broadview Road (width varies);

Thence South $12^{\circ}33'19''$ East along said Easterly right-of-way line of Broadview Road a distance of 63.11 feet to a point;

Thence North $87^{\circ}57'41''$ East a distance of 10.17 feet to a point and the principal place of beginning;

Thence North $87^{\circ}57'41''$ East a distance of 10.17 feet to a point;

Thence South $12^{\circ}33'19''$ East a distance of 42.54 feet to a point;

Thence South $11^{\circ}56'30''$ East a distance of 10.80 feet to a point;

Thence South $87^{\circ}57'41''$ West a distance of 10.15 feet to a point;

Thence North $11^{\circ}56'30''$ West a distance of 7.20 feet to a point;

Thence North $12^{\circ}33'19''$ West a distance of 44.35 feet to the principal place of beginning and containing 533.42 square feet (0.0122 acre) of land, be the same more or less, but subject to all legal highways.

The basis of bearings is to an assumed meridian.

This legal description was written by Mackay Engineering and Surveying Company in March 2017 under the supervision of Michael Mackay, P.S. #7344.

3. The Temporary Easement shall commence upon Grantors' executing this Agreement and shall automatically terminate and expire upon the date construction and installation of the Improvements is completed. Upon the expiration of the term of the Temporary Easement, all of the rights and privileges of Grantee in, to and under this Agreement with respect to the Temporary Easement shall automatically terminate and be of no further force and effect.

4. Each of Grantee, its successors and assigns, shall exercise its rights with respect to the easement areas granted herein in a manner reasonably designed, in good faith, to avoid and prevent interference with the ownership and operation of Grantors' Property and the operations and tenancies of any and all occupants of Grantors' Property.

5. All right, title and interest in and to any easement area under this Agreement which may be used and enjoyed without interfering with the rights and privileges conveyed by this Agreement are reserved to Grantors, provided, however, that Grantors shall not construct or maintain any building, structure, or obstruction of any kind which may cause damage to or interfere with the Improvements to be placed in the Permanent Easement area; or construct or maintain any building, structure, or obstruction of any kind which may impeded access to and use of any easement area described in this Agreement; or develop, landscape, or beautify any easement area in any way which would unreasonably or materially increase the costs to Grantee of installing the Improvements or restoring any of the easement areas after such installation.

6. In the event the surface area of any easement area is disturbed by Grantee's exercise of any of its rights and privileges under this Agreement, Grantee shall restore such area as near as possible to the condition in which it existed at the commencement of Grantee's activities. Grantee further agrees to remove all trash and debris caused by Grantee's construction and repair activities from Grantors' Property.

7. The Permanent Easement and the Temporary Easement granted and conveyed under this Agreement are intended to run with the land described in this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns, and may not be modified or amended without the prior written approval of the Grantee. Any amendment or modification to the above referenced easements shall be by an instrument in recordable form executed by both the Grantors and the Grantee and recorded at the office of the Cuyahoga County Fiscal Officer.

8. The Grantors covenant with the Grantee that they are well-seized of premises subject to this Agreement as a good and indefeasible estate in fee simple and have the right to grant and convey said premises in the manner and form written above.

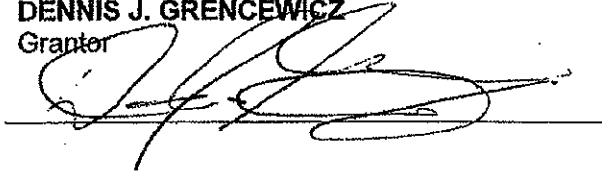
9. Each of the parties to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this Agreement.

REMANDER OF PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the said Grantors and Grantee have hereunto set their hands on the 11 day of December, 2017.

DENNIS J. GRENCWICZ

Grantor



GAIL A. GRENCWICZ

Grantor



CITY OF PARMA, OHIO

Grantee

By:



Print:

Timothy J DeBretter

Title:

Mayor

Instrument Prepared By:

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

STATE OF OHIO }
CUYAHOGA COUNTY } ss.

BE IT REMEMBERED, that on this 11 day of December, 2017, before me the subscriber, a Notary Public in and for said county, personally came the above named Dennis J. Grencewicz and Gail A. Grencewicz and acknowledged the signing of the forgoing agreement to be their voluntary act and deed.

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



Maria Rostedt

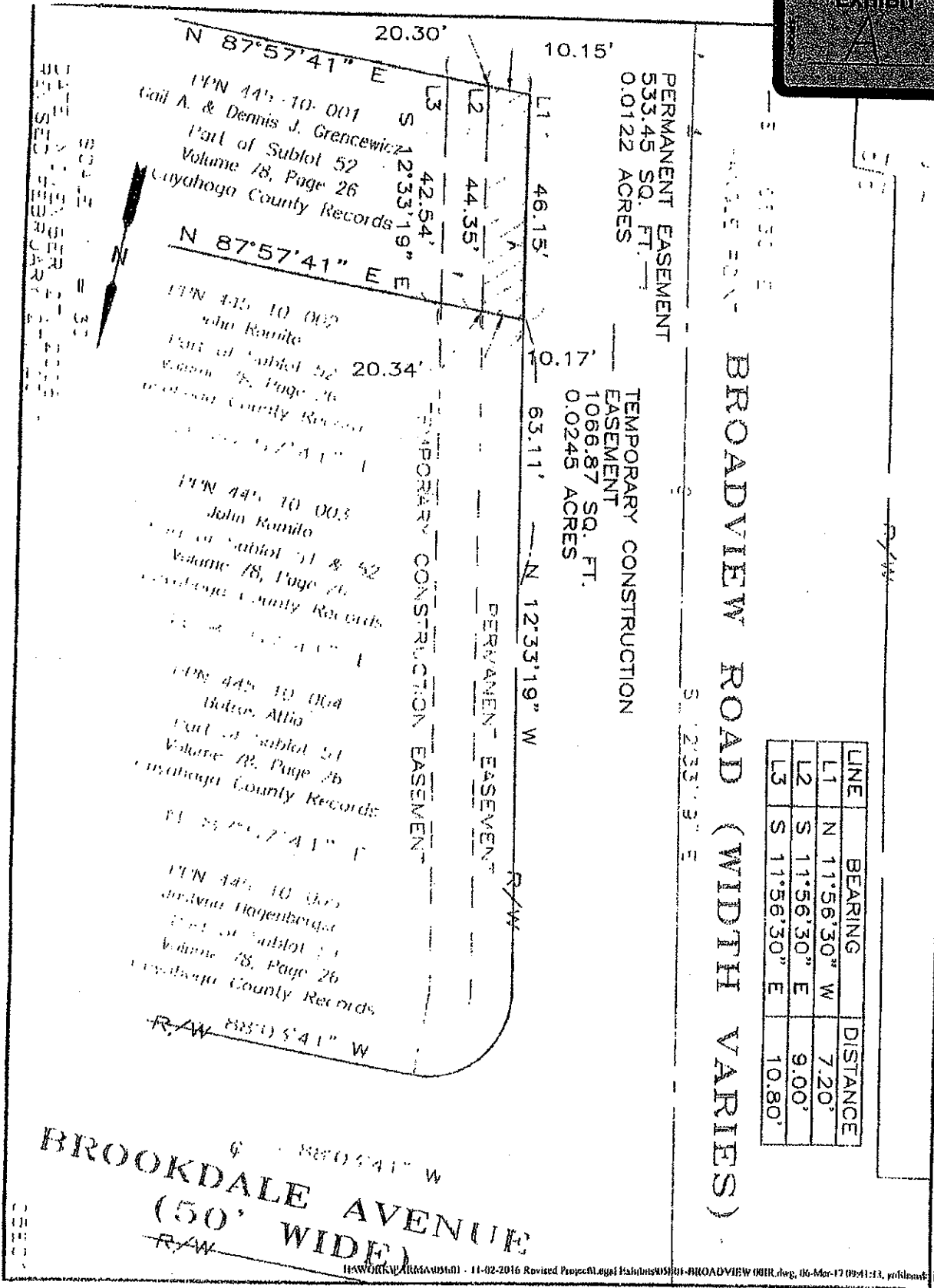
STATE OF OHIO }
CUYAHOGA COUNTY } ss.

BE IT REMEMBERED, that on this 19th day of December, 2017, before me the subscriber, a Notary Public in and for said county, personally came the above named Timothy J. De Gorter 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 Chycklyk



LINE	BEARING	DISTANCE
L1	N 11°56'30" W	7.20'
L2	S 11°56'30" E	9.00'
L3	S 11°56'30" E	10.80'

BROOKDALE AVENUE
(50' WIDE)

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER-7
DEEA 12/6/2017 1:03:36 PM
201712060561

TRANSFER NOT REQUIRED

DEC 06 2017

CUYAHOGA COUNTY FISCAL OFFICE

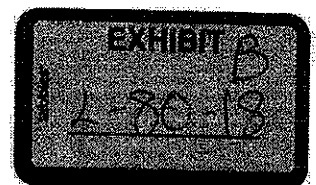
**TEMPORARY CONSTRUCTION AND
PERMANENT UTILITY EASEMENT AGREEMENT**

This Temporary Construction and Permanent Utility Easement Agreement ("Agreement") is entered into by and between JOHN N. ROMITO ("Grantor"), who owns real property located at 5493 Broadview Road in the City of Parma, County of Cuyahoga, State of Ohio consisting of Permanent Parcel Nos. 445-10-002 and 445-10-003 described in AFN 200008070789 ("Grantor's Property"), and the CITY OF PARMA, Ohio ("Grantee"), a political subdivision of the State of Ohio.

For valuable consideration in the sum of Two Thousand Eight Hundred Dollars (\$2,800.00), the receipt and sufficiency of which Grantor acknowledges, Grantor and Grantee do hereby agree to the following terms:

1. **PERMANENT UTILITY EASEMENT.** Grantor grants, bargains, sells, conveys and releases to Grantee, its successors and assigns, a permanent easement ("Permanent Easement") over, under, in, along, across and upon a part of Grantor's Property for purposes of constructing, installing, using, operating, maintaining, repairing, and replacing a sanitary sewer pipe, together with all necessary manholes, connections, equipment, and facilities (the "Improvements"). The Permanent Easement is depicted generally on the attached and incorporated Exhibit A, and is described more fully as follows:

Situated in the City of Parma, County of Cuyahoga and State of Ohio and known as being part of Original Lot No. 1 in the Blake Tract and also known as being part of Sublots No. 51 and 52 in the E. Moran's Tuxedo Farms Annex, as shown by the recorded plat in Volume 78 of Maps, Page 26 of Cuyahoga County Records, bounded and described as follows:



Commencing at the Northwestern corner of said Sublot 52, said point being on the Easterly right-of-way line of Broadview Road (width varies);

Thence North $12^{\circ}33'19''$ East along said Easterly right-of-way line of Broadview Road a distance of 28.43 feet to a point and the principal place of beginning;

Thence North $87^{\circ}57'41''$ East a distance of 10.17 feet to a point;

Thence South $12^{\circ}33'19''$ East a distance of 91.54 feet to a point;

Thence South $87^{\circ}57'41''$ West a distance of 10.17 feet to a point on said Easterly right-of-way line of Broadview Road;

Thence North $12^{\circ}33'19''$ West along said Easterly right-of-way line of Broadview Road a distance of 91.54 feet to the principal place of beginning and containing 915.38 square feet (0.0210 Acre) of land, be the same more or less, but subject to all legal highways.

The basis of bearings is to an assumed meridian.

This legal description was written by Mackay Engineering and Surveying Company in March 2017 under the supervision of Michael Mackay, P.S. #7344.

2. **TEMPORARY CONSTRUCTION EASEMENT.** Grantor grants, bargains, sells, conveys and releases to Grantee, its successors and assigns, a temporary easement ("Temporary Easement") over, under, in, along, across and upon a part of Grantor's Property for purposes reasonably related to the initial construction and installation of the Improvements. The Temporary Easement is depicted generally on the attached and incorporated Exhibit A, and is described more fully as follows:

Situated in the City of Parma, County of Cuyahoga and State of Ohio and known as being part of Original Lot No. 1 in the Blake Tract and also known as being part of Sublots No. 51 and 52 in the E. Moran's Tuxedo Farms Annex, as shown by the recorded plat in Volume 78 of Maps, Page 26 of Cuyahoga County Records, bounded and described as follows:

Commencing at the Northwestern corner of said Sublot 52, said point being on the Easterly right-of-way line of Broadview Road (width varies);

Thence North $12^{\circ}33'19''$ East along said Easterly right-of-way line of Broadview Road a distance of 28.43 feet to a point;

Thence North 87°57'41" East a distance of 10.17 feet to a point and the principal place of beginning;

Thence North 87°57'41" East a distance of 10.17 feet to a point;

Thence South 12°33'19" East a distance of 91.54 feet to a point;

Thence South 87°57'41" West a distance of 10.17 feet to a point;

Thence North 12°33'19" West a distance of 91.54 feet to the principal place of beginning and containing 915.38 square feet (0.0210 Acre) of land, be the same more or less, but subject to all legal highways.

The basis of bearings is to an assumed meridian.

This legal description was written by Mackay Engineering and Surveying Company in March 2017 under the supervision of Michael Mackay, P.S. #7344.

3. The Temporary Easement shall commence upon Grantor executing this Agreement and shall automatically terminate and expire upon the date construction and installation of the Improvements is completed. Upon the expiration of the term of the Temporary Easement, all of the rights and privileges of Grantee in, to and under this Agreement with respect to the Temporary Easement shall automatically terminate and be of no further force and effect.

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

5. All right, title and interest in and to any easement area under this Agreement which may be used and enjoyed without interfering with the rights and privileges conveyed by this Agreement are reserved to Grantor, provided, however, that Grantor shall not construct or maintain any building, structure, or obstruction of any kind which may cause damage to or interfere with the Improvements to be placed in the Permanent Easement area; or construct or maintain any building, structure, or obstruction of any kind which may impeded access to and use of any easement area described in this Agreement; or develop, landscape, or beautify any easement area in any way which would unreasonably or materially increase the costs to Grantee of installing the Improvements or restoring any of the easement areas after such installation.

6. In the event the surface area of any easement area is disturbed by Grantee's exercise of any of its rights and privileges under this Agreement, Grantee shall restore such area as near as possible to the condition in which it existed at the commencement of Grantee's activities. Grantee further agrees to remove all trash and debris caused by Grantee's construction and repair activities from Grantor's Property.

7. The Permanent Easement and the Temporary Easement granted and conveyed under this Agreement are intended to run with the land described in this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns, and may not be modified or amended without the prior written approval of the Grantee. Any amendment or modification to the above referenced easements shall be by an instrument in recordable form executed by both the Grantor and the Grantee and recorded at the office of the Cuyahoga County Fiscal Officer.

8. The Grantor covenants with the Grantee that he is well-seized of the premises subject to this Agreement as a good and indefeasible estate in fee simple and has the right to grant and convey said premises in the manner and form written above.

9. Each of the parties to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this Agreement.

REMANDER OF PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the said Grantor and Grantee have hereunto set their hands on the 19th day of September, 2017

JOHN N. ROMITO
Grantor

x John N Romito

CITY OF PARMA, OHIO
Grantee

By:

Print:

Title:

TJ De Geeter

Timothy J. De Geeter

Mayor

Instrument Prepared By:

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

STATE OF OHIO }
CUYAHOGA COUNTY } ss.

BE IT REMEMBERED, that on this 14th day of September, 2017, before me the subscriber, a Notary Public in and for said county, personally came the above named John N. Romito and acknowledged the signing of the forgoing agreement to be his voluntary act and deed.

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



DEBORAH SANDS
Notary Public - State of Ohio
My Commission Exp. 7-25-22

STATE OF OHIO }
CUYAHOGA COUNTY } ss.

BE IT REMEMBERED, that on this 19 day of September, 2017, before me the subscriber, a Notary Public in and for said county, personally came the above named Jim DeBester 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.

