

TRANSFER NOT REQUIRED

DEC 06 2017

CUYAHOGA COUNTY FISCAL OFFICE

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 7
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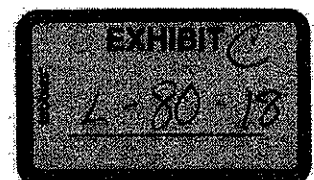
**TEMPORARY CONSTRUCTION AND
PERMANENT UTILITY EASEMENT AGREEMENT**

This Temporary Construction and Permanent Utility Easement Agreement ("Agreement") is entered into by and between BOTROS ATTIA ("Grantor"), who owns real property located at 5487 Broadview Road in the City of Parma, County of Cuyahoga, State of Ohio consisting of Permanent Parcel No. 445-10-004 described in AFN 201107110368 ("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 One Thousand Four Hundred Dollars (\$1,400.00), 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 Sublot No. 51 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 Southwesterly corner of said Sublot 51, 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 74.20 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 South $12^{\circ}33'19''$ East a distance of 45.77 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 45.77 feet to the principal place of beginning and containing 457.69 square feet (0.0105 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 Sublot No. 51 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 Southwesterly corner of said Sublot 51, 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 74.20 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 45.77 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 45.77 feet to the principal place of beginning and containing 457.69 square feet (0.0105 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.

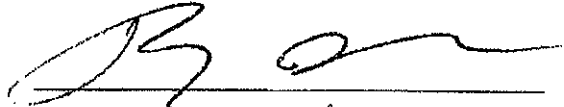
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IN WITNESS WHEREOF, the said Grantor and Grantee have hereunto set their hands on the 26 day of September, 2017

BOTROS ATTIA
Grantor

Mariam Phin
(PoA) Botros ATTIA AFN 2017 12 06 0559
CITY OF PARMA, OHIO
Grantee

By:



Print:

Timothy J. DeHeeter

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 26 day of September, 2017, before me the subscriber, a Notary Public in and for said county, personally came the above named Botros Attia 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.



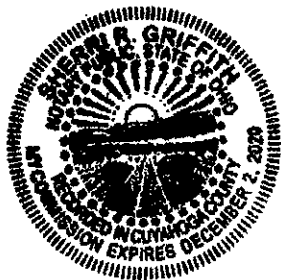
LYNNE S. THOMAY
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
1/2/22
Recorded in
Cuyahoga County

Lynne S. Thomay

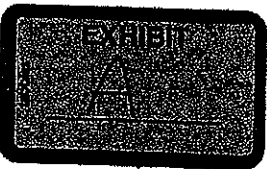
STATE OF OHIO }
CUYAHOGA COUNTY } ss.

BE IT REMEMBERED, that on this 28th day of September, 2017, before me the subscriber, a Notary Public in and for said county, personally came the above named Timothy DeHeeter 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.



Sherri R. Griffith



RECORDED
NOVEMBER 27 2008
CAYOHOGA COUNTY RECORDS

14N 445 10 001
A & Dennis J. Genciewicz
Part of Sublot 52
Volume 78, Page 26
Cayohoga County Records

N 87°57'41" E

14N 445 10 002
John Komito
Part of Sublot 51
Volume 78, Page 26
Cayohoga County Records

N 87°57'41" E

14N 445 10 003
John Komito
Part of Sublot 51 & 52
Volume 78, Page 26
Cayohoga County Records

N 87°57'41" E

14N 445 10 004
Betros Attia
Part of Sublot 51
Volume 78, Page 26
Cayohoga County Records

N 87°57'41" E

14N 445 10 005
Juliana Hagenberger
Part of Sublot 51
Volume 78, Page 26
Cayohoga County Records

N 87°57'41" W

BROOKDALE AVENUE
(50' WIDE)

BROADVIEW ROAD (WIDTH VARIES)

TEMPORARY CONSTRUCTION EASEMENT
915.38 SQ. FT.
0.0210 ACRES

PERMANENT EASEMENT
457.69 SQ. FT.
0.0105 ACRES

TEMPORARY CONSTRUCTION EASEMENT

PERMANENT EASEMENT

R/W N 12°33'19" W

10.17'
74.20'
45.77'

10.17'

S 12°33'19" E

TRANSFER NOT REQUIRED

DEC 06 2017

CUYAHOGA COUNTY FISCAL OFFICE

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 8
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**TEMPORARY CONSTRUCTION AND
PERMANENT UTILITY EASEMENT AGREEMENT**

This Temporary Construction and Permanent Utility Easement Agreement ("Agreement") is entered into by and between HELEN SHIPKA and SUSAN A. THARP ("Grantors"), duly appointed Trustees of the SHIPKA FAMILY TRUST, u/a/d September 10, 2003, owners of real property located at 5515 Broadview Road in the City of Parma, County of Cuyahoga, State of Ohio consisting of Permanent Parcel No. 445-12-004 described in AFN 200309121224 ("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 Five Hundred Fifty Dollars (\$2,550.00), 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 Parma Township Lot No. 8 in the Blake Tract, as shown by the recorded deed in AFN 200309121224, Pages 1 and 2 of Cuyahoga County Records, and bounded and described as follows:



Beginning at the intersection of the Northerly line of said Original Parma Township Lot No. 8, with the Easterly right-of-way line of Broadview Road (width varies);

Thence North 87°57'41" East along said Northerly line of Lot No. 8, 10.15 feet to a point;

Thence South 11°56'30" East, 79.80 feet to a point;

Thence South 04°49'44" East, 80.76 feet to a point on said Easterly right-of-way line of Broadview Road;

Thence North 11°56'30" West along said Easterly right-of-way line of Broadview Road a distance of 161.69 feet to the place of beginning and containing 1207.48 square feet (0.0277 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 Parma Township Lot No. 8 in the Blake Tract, as shown by the recorded deed in AFN 200309121224, Pages 1 and 2 of Cuyahoga County Records, and bounded and described as follows:

Beginning at the intersection of the Northerly line of said Original Parma Township Lot No. 8, with the Easterly right-of-way line of Broadview Road (width varies);

Thence North 87°57'41" East along said Northerly line of Lot No. 8, 10.15 feet to a principal point of beginning;

Thence North 87°57'41" East along said Northerly line of Lot No. 8, 10.15 feet to a point;

Thence South 11°56'30" East, 78.68 feet to a point;

Thence South 04°49'44" East, 103.56 feet to a point on the said Easterly right-of-way line of Broadview Road;

Thence North 62°05'29" West along said Easterly right-of-way line of Broadview Road, 9.35 feet to an angle point therein;

Thence North 11°56'30" West along said Easterly right-of-way line of Broadview Road, 17.25' to a point on Easterly right-of-way;

Thence North 4°49'44" W, 80.76 feet to a point;

Thence North 11°56'30" West, 79.80 feet to a point on the Northerly line of said Original Parma Township Lot No. 8 and the principal place of beginning and containing 1775.96 square feet (0.0408 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 August 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.

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IN WITNESS WHEREOF, the said Grantors and Grantee have hereunto set their hands on the 25th day of SEPTEMBER, 2017

HELEN SHIPKA, TRUSTEE

Grantor

Helen Shipka Trustee

SUSAN A. THARP, TRUSTEE

Grantor

Susan A. Tharp Trustee

CITY OF PARMA, OHIO

Grantee

By:

Print:

Title:

Timothy J. DeMeeter
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 }
COUNTY OF Cuyahoga } ss.

BE IT REMEMBERED, that on this 25 day of September, 2017, before me the subscriber, a Notary Public in and for said county, personally came the above named Helen Shipka and acknowledged the signing of the forgoing agreement to be her voluntary act and deed on behalf of Grantors.

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



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

Lynne S. Thomay
NOTARY PUBLIC

STATE OF Ohio }
COUNTY OF Cuyahoga } ss.

BE IT REMEMBERED, that on this 25 day of September, 2017, before me the subscriber, a Notary Public in and for said county, personally came the above named Susan A. Tharp and acknowledged the signing of the forgoing agreement to be her voluntary act and deed one behalf of Grantors.

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



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

Lynne S. Thomay
NOTARY PUBLIC

STATE OF OHIO
CUYAHOGA COUNTY } ss.

BE IT REMEMBERED, that on this 25th day of September, 2017, before me the subscriber, a Notary Public in and for said county, personally came the above named Timothy DeBeeter 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.

Sherri R. Griffith





BROADVIEW ROAD (WIDTH VARIES)

LINE	BEARING	DISTANCE
L1	S 4°49'44" E	80.76'
L2	S 4°49'44" E	103.65'
L3	N 62°5'29" W	9.35'

