

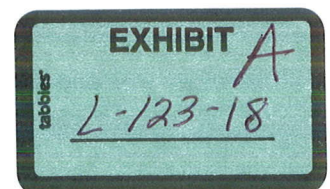
TEMPORARY CONSTRUCTION AND PERMANENT UTILITY EASEMENT AGREEMENT

This Temporary Construction and Permanent Utility Easement Agreement ("Agreement") is entered into by and between JUSTYNA HAGENBERGER ("Grantor"), who owns real property located at 5481 Broadview Road in the City of Parma, County of Cuyahoga, State of Ohio consisting of Permanent Parcel No. 445-10-005 described in AFN 201206010513 ("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 Three Thousand Dollars (\$3,000.00), 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 $12^{\circ}33'19''$ West along said Easterly right-of-way line of Broadview Road a distance of 74.20 feet to a point and the principal place of beginning;

Thence continuing North $12^{\circ}33'19''$ West along said Easterly right-of-way line of Broadview Road a distance of 22.01 feet to a point of curvature, said point of curvature being on the Southerly right-of-way line of Brookdale Avenue (50 feet wide);

Thence Northeasterly 35.12 feet along said curved right-of-way line of Brookdale Avenue deflecting to the right and having a radius of 20.00 feet and a chord of 30.78 feet which bears North $37^{\circ}45'11''$ East to a point;

Thence South $01^{\circ}56'19''$ East a distance of 10.00 feet to a point on a curve;

Thence Southwesterly 17.56 feet along said curve deflecting to the left and having a radius of 10.00 feet and a chord of 15.39 feet which bears South $37^{\circ}45'11''$ West to a point;

Thence South $12^{\circ}33'19''$ East a distance of 23.86 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, and to the principal place of beginning and containing 492.77 square feet (0.0113 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 $12^{\circ}33'19''$ West 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, 10.17 feet to a point and the principal place of beginning;

Thence North $12^{\circ}33'19''$ West a distance of 23.86 feet to a point to of curvature;

Thence Northeasterly 17.56 feet along a curve deflecting to the right and having a radius of 10.00 feet and a chord of 15.39 feet which bears North $37^{\circ}45'11''$ East to a point;

Thence South $01^{\circ}56'19''$ East a distance of 10.00 feet to a point;

Thence South $12^{\circ}33'19''$ East a distance of 25.72 feet to a point;

Thence South $87^{\circ}57'41''$ West a distance of 10.17 feet to a point and to the principal place of beginning and containing 335.61 square feet (0.0077 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 she 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.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the said Grantor and Grantee have hereunto set their hands on the 19 day of June, 2018

JUSTYNA HAGENBERGER

Grantor

A handwritten signature in cursive script, reading "Justyna Hagenberger", is written over a horizontal line.

CITY OF PARMA, OHIO

Grantee

By: _____

Print: _____

Title: _____

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 19th day of June, 2018, before me the subscriber, a Notary Public in and for said county, personally came the above named Justyna Hagenberger and acknowledged the signing of the forgoing agreement to be her voluntary act and deed.

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



Victoria A. Zeigler

STATE OF OHIO }
CUYAHOGA COUNTY } ss.

BE IT REMEMBERED, that on this _____ day of _____, 2018, before me the subscriber, a Notary Public in and for said county, personally came the above named _____ 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.

CURVE	ARC	RADIUS	DELTA	CHORD	BEARING	TANGENT
C1	35.12'	20.00'	100°37'00"	30.78'	N 37°45'11" E	24.10'
C2	17.56'	10.00'	100°37'00"	15.39'	N 37°45'11" E	12.05'

S 11°56'30" E
 ANGLE POINT
BROADVIEW ROAD (WIDTH VARIES)
 S 12°33'19" E

PERMANENT EASEMENT
 492.77 SQ. FT.
 0.0113 ACRES

TEMPORARY CONSTRUCTION EASEMENT
 335.61 SQ. FT.
 0.0077 ACRES

PPN 445-10-001
 Gail A. & Dennis J. Grencewicz
 Part of Sublot 52
 Volume 78, Page 26
 Cuyahoga County Records

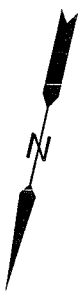
PPN 445-10-002
 John Romito
 Part of Sublot 52
 Volume 78, Page 26
 Cuyahoga County Records

PPN 445-10-003
 John Romito
 Part of Sublot 51 & 52
 Volume 78, Page 26
 Cuyahoga County Records

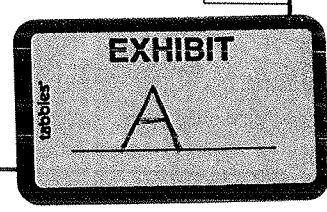
PPN 445-10-004
 Botros Attia
 Part of Sublot 51
 Volume 78, Page 26
 Cuyahoga County Records

PPN 445-10-005
 Justyna Hagenberger
 Part of Sublot 51
 Volume 78, Page 26
 Cuyahoga County Records

**BROOKDALE AVENUE
 (50' WIDE)**
 R/W



SCALE: 1" = 30'
 DATE: NOVEMBER 27, 2006
 REVISED: AUGUST 30, 2017



05E01