

TEMPORARY CONSTRUCTION AND PERMANENT UTILITY EASEMENT AGREEMENT

This Temporary Construction and Permanent Utility Easement Agreement ("Agreement") is entered into by and between Patrick J. McCarthy and Susie M. McCarthy ("Grantors"), being husband and wife, who own real property located at 1122 Old Rockside Road in the City of Parma, County of Cuyahoga, State of Ohio consisting of Permanent Parcel No. 445-15-008 as described in AFN 201506220510 ("Grantors' 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 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 described more fully in the attached and incorporated Exhibit A, and is depicted generally on the attached and incorporated Exhibit C.

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 described more fully in the attached and incorporated Exhibit B, and is depicted generally on the attached and incorporated Exhibit C.



3. The Temporary Easement shall commence upon Grantee beginning construction and installation of the Improvements on Grantors' Property (the "Commencement Date") and shall automatically terminate and expire upon the date that such work is completed. Grantee shall use its best efforts to complete the Improvements on Grantors' Property within one year of the Commencement Date of the Temporary Easement. If Grantee does not complete the Improvements on Grantors' Property within this period, Grantee will pay Grantors \$100 per week for each week, full or partial, that Grantee continues to make use of the Temporary Easement past the one-year anniversary of its Commencement Date. Any potential payment obligation under this Section will run from the day following the one-year anniversary of the Commencement Date to a maximum 10 weeks thereafter. Upon the expiration of the term of the Temporary Easement, all 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 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 Grantors and the Grantee and recorded at the office of the Cuyahoga County Fiscal Officer.

8. The Grantors covenant with the Grantee that Grantors are well-seized of the 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.

IN WITNESS WHEREOF, the said Grantors and Grantee have hereunto set their hands on the 28th day of June, 2020.

Patrick J. McCarthy (Grantor)



Susie M. McCarthy (Grantor)



City of Parma, Ohio (Grantee)

By: _____

Print: _____

Title: _____

Instrument Prepared By:
Milos Veljkovic (0083320)
Assistant Law Director
City of Parma
7335 Ridge Road; Parma, Ohio 44129
440.885.8132
mveljkovic@parmalaw.org

STATE OF OHIO }
CUYAHOGA COUNTY } ss.

BEFORE ME, A Notary Public in and for said County and State, personally appeared the above-named Patrick J. McCarthy and Susie M. McCarthy who acknowledged that they did sign the forgoing instrument as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Paines, Ohio this 28th day of June, 2020.



MARGARET M MORRISH
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 6-27-2021

Margaret M Morrish
Notary Public

STATE OF OHIO }
CUYAHOGA COUNTY } ss.

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, Ohio this _____ day of _____, 20____.

Notary Public

**LEGAL DESCRIPTION
FOR
PERMANENT SANITARY SEWER EASEMENT
FOR
SUSIE M. & PATRICK J. McCARTHY
P.P.N. 445-15-008**

**December 4, 2006
Revised: December 27, 2018**

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, Blake Tract, and bounded and described as follows:

Commencing at the intersection of the centerline of Broadview Road (width varies) and the centerline of Old Rockside Road (60 feet wide);

Thence North $76^{\circ}26'33''$ East along said centerline of Old Rockside Road a distance of 483.20 feet to an angle point;

Thence South $80^{\circ}52'02''$ East continuing along said centerline of Old Rockside Road a distance of 766.95 feet to a point;

Thence North $09^{\circ}07'58''$ East a distance of 30.00 feet to a point and the principal place of beginning, said point being on the Northerly right-of-way line of said Old Rockside Road;

Thence North $03^{\circ}27'12''$ East a distance of 10.05 feet to a point;

Thence South $80^{\circ}52'02''$ East a distance of 115.60 feet to a point;

Thence South $02^{\circ}35'53''$ West a distance of 10.07 feet to a point on said Northerly right-of-way line of Old Rockside Road;

Thence North $80^{\circ}52'02''$ West along said Northerly right-of-way line of Old Rockside Road a distance of 115.75 feet to a point and to the principal place of beginning and containing 1156.75 square feet (0.0266 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 December 2018 under the supervision of Michael Mackay, PS #7344.

Exhibit A

**LEGAL DESCRIPTION
FOR
TEMPORARY SANITARY SEWER EASEMENT
FOR
SUSIE M. & PATRICK J. McCARTHY
P.P.N. 445-15-008**

**December 4, 2006
Revised: December 27, 2018**

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Commencing at the intersection of the centerline of Broadview Road (width varies) and the centerline of Old Rockside Road (60 feet wide);

Thence North $76^{\circ}26'33''$ East along said centerline of Old Rockside Road a distance of 483.20 feet to an angle point;

Thence South $80^{\circ}52'02''$ East continuing along said centerline of Old Rockside Road a distance of 766.95 feet to a point;

Thence North $09^{\circ}07'58''$ East a distance of 30.00 feet to a point;

Thence North $03^{\circ}27'12''$ East a distance of 10.05 feet to a point and the principal place of beginning;

Thence North $03^{\circ}27'12''$ East a distance of 20.10 feet to a point;

Thence South $80^{\circ}52'02''$ East a distance of 115.30 feet to a point;

Thence South $02^{\circ}35'53''$ West a distance of 20.13 feet to a point;

Thence North $80^{\circ}52'02''$ West a distance of 115.60 feet to a point and to the principal place of beginning and containing 2308.96 square feet (0.0530 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 December 2018 under the supervision of Michael Mackay, PS #7344.

Exhibit B

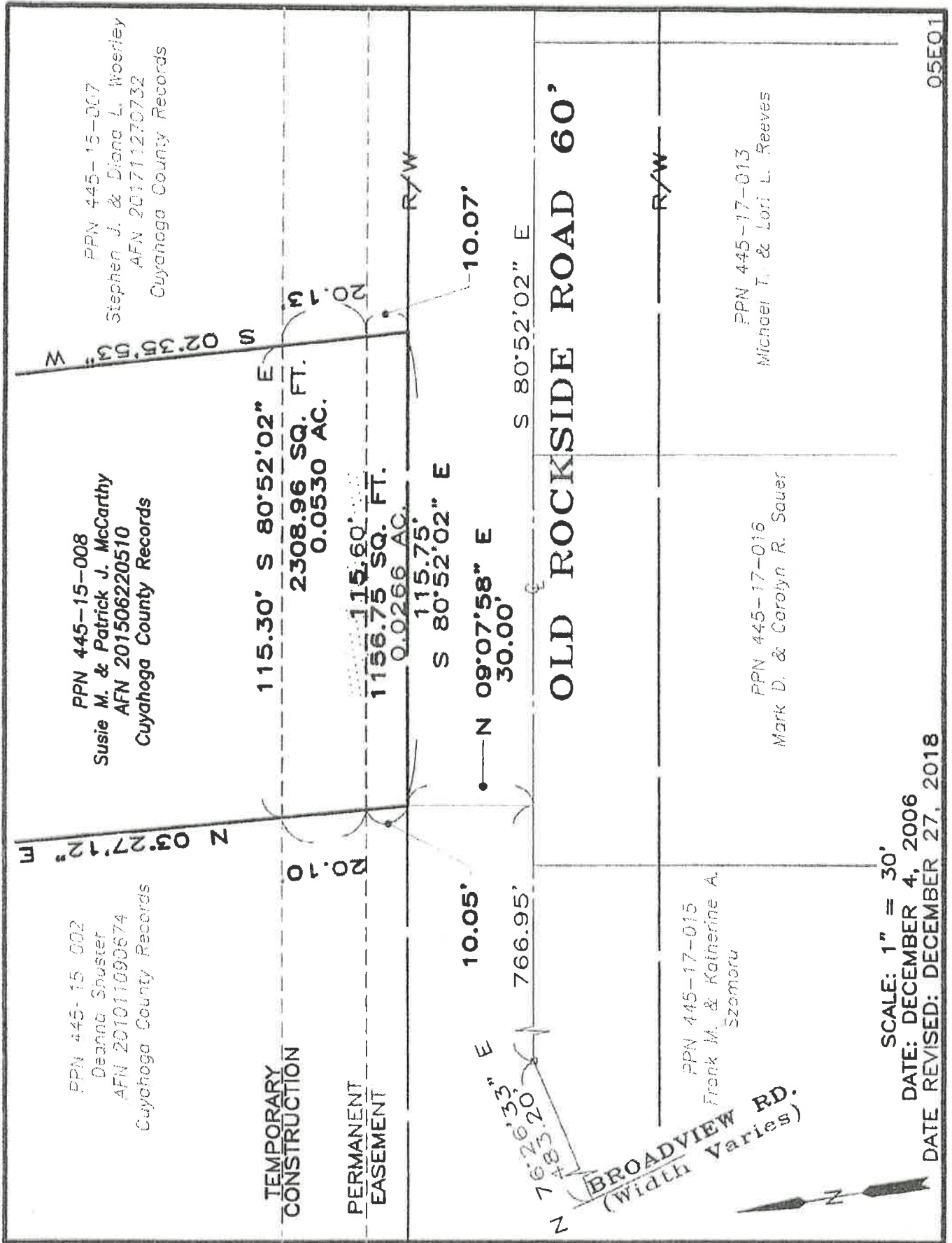


Exhibit C