



## **TEMPORARY CONSTRUCTION AND PERMANENT UTILITY EASEMENT AGREEMENT**

This Temporary Construction and Permanent Utility Easement Agreement ("Agreement") is entered into by and between Sergey Yevtukh and Hanna Yevtukh ("Grantors"), husband and wife, who own real property located at 904 Old Rockside Road in the City of Parma, County of Cuyahoga, State of Ohio consisting of Permanent Parcel No. 445-15-005 described in AFN 200812010849 ("Grantors' 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 dollars (\$1,000.00), the receipt and sufficiency of which Grantors acknowledge, Grantors and Grantee do hereby agree to the following terms:

1. **PERMANENT UTILITY EASEMENT.** Grantors do hereby give, 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 removing obstructions to, constructing, installing, using, operating, maintaining, repairing, and replacing a sanitary sewer pipe, together with all necessary manholes, connections, equipment, and facilities (the "Improvements"). The portion of Grantors' Property subject to the Permanent Easement is more fully described 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 portion of Grantors' Property subject to the Temporary Easement is more fully described 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 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 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.

**IN WITNESS WHEREOF**, the said Grantors and Grantee have hereunto set their hands on the 16<sup>th</sup> day of AUGUST, 2019

**SERGEY YEVTUKH** (Grantor)

Sergey Yevtukh

**HANNA YEVTUKH** (Grantor)

Hanna Yevtukh

**CITY OF PARMA, OHIO** (Grantee)

By: 

Print: \_\_\_\_\_

Title: \_\_\_\_\_

**Instrument Prepared By:**

Milos Veljkovic (0083320)  
Assistant Law Director  
City of Parma  
6611 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 Sergey Yevtukh and Hanna Yevtukh who acknowledged that they did sign the foregoing instrument as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at PARMA, Ohio this 16<sup>th</sup> day of AUGUST, 2019.



TARAS YEVTUKH  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
07-24-2022

[Signature]  
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 foregoing instrument as his free act and deed on behalf of Grantee.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at parma, Ohio this 6<sup>th</sup> day of December, 2019.



[Signature]  
Notary Public

**LEGAL DESCRIPTION  
FOR  
PERMANENT SANITARY SEWER EASEMENT  
FOR  
SERGIY & HANNA YEVTUKH  
P.P.N. 445-15-005**

**January 25, 2007  
Revised: December 27, 2018**

Situated in the City of Parma, County of Cuyahoga and State of Ohio and known as being part of Sublot 32 in the F. Jules Keller Broadrock Subdivision No. 1 of part of Original Parma Township Lot No. 8, Blake Tract, as shown by the recorded plat in Volume 166, Page 27 of Cuyahoga County Map Records, and bounded and described as follows:

Beginning at the Southwesterly corner of said Sublot 32, said point being on the Northerly right-of-way line of Old Rockside Road (60 feet wide);

Thence North  $01^{\circ}14'54''$  West a distance of 10.17 feet to a point;

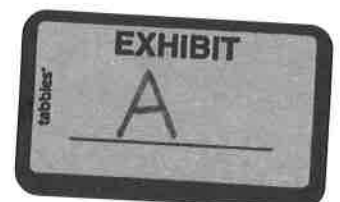
Thence South  $80^{\circ}52'02''$  East a distance of 73.53 feet to a point;

Thence South  $01^{\circ}14'54''$  East a distance of 10.17 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 73.53 feet to the place of beginning and containing 735.31 square feet (0.0169 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.



**LEGAL DESCRIPTION  
FOR  
TEMPORARY SANITARY SEWER EASEMENT  
FOR  
SERGIY & HANNA YEVTUKH  
P.P.N. 445-15-005**

**January 25, 2007  
Revised: December 27, 2018**

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Commencing at the Southwesterly corner of said Sublot 32, said point being on the Northerly right-of-way line of Old Rockside Road (60 feet wide);

Thence North  $01^{\circ}14'54''$  West a distance of 10.17 feet to a point and the principal place of beginning;

Thence North  $01^{\circ}14'54''$  West a distance of 20.33 feet to a point;

Thence South  $80^{\circ}52'02''$  East a distance of 73.53 feet to a point;

Thence South  $01^{\circ}14'54''$  East a distance of 20.33 feet to a point;

Thence North  $80^{\circ}52'02''$  West a distance of 73.53 feet to the place of beginning and containing 1470.62 square feet (0.0338 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.



PPN 445-15-006  
Valentino, Jr. & Linda Camaro  
AFN 200706010047  
Cuyahoga County Records

PPN 445-15-005  
Sergiy & Hanna Yevtukh  
S/L 32 & BLOCK D  
AFN 200812010849  
Cuyahoga County Records

PPN 445-15-019  
PT S/L 13,14,15,16  
ALL S/L 33  
West Creek Preservation  
Committee  
AFN 200606090906  
Cuyahoga County Records

N 01°14'54" W  
S 80°52'02" E  
73.53'  
1470.62 SQ. FT.  
0.0338 AC.

TEMPERARY CONSTRUCTION  
EASEMENT

PERMANENT 10' EASEMENT

R/W

10.17'

10.17'

S 80°52'02" E

73.53'

735.31 SQ. FT.

0.0169 AC.

S 80°52'02" E

OLD ROCKSIDE ROAD 60'

R/W

PPN 445-17-001  
Nicholas J. Hudak &  
Michelle E. Krems

PPN 445-17-012  
Vincent J. Vohnout

PPN 445-17-002  
Frank A., Jr. & Judith  
Gruntkowski

N 76°26'53" E  
48.52'

BROADVIEW RD.  
(Width Varies)



SCALE: 1" = 30'  
DATE: JANUARY 25, 2007  
DATE REVISED: DECEMBER 27, 2018

05E01

