



PERMANENT UTILITY EASEMENT AGREEMENT

This Permanent Utility Easement Agreement ("Agreement") is entered into by and between RYAN ARLIA, who owns real property located at 1000 Broadrock Court in the City of Parma, County of Cuyahoga, State of Ohio consisting of Permanent Parcel No. 445-15-017 described in AFN 201312200490 ("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 Fifty dollars (\$1,450.00), 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 described more fully in the attached and incorporated Exhibit A, and is depicted generally on the attached and incorporated Exhibit B.
2. Each of Grantee, its successors and assigns, shall exercise its rights with respect to the easement area 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.

3. 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.

4. 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.

5. The Permanent Easement granted and conveyed under this Agreement is 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 easement 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.

6. 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.

7. 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 4 day of June, 2019.

RYAN ARLIA

Grantor

Ryan Arlia Ryan Arlia

CITY OF PARMA, OHIO

Grantee

By:

TJR

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 Ryan Arlia who acknowledged that he did sign the forgoing instrument as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at CLEVELAND, Ohio this 4th day of JUNE, 20 19.

Jeffrey M. Peters

Notary Public



JEFFREY M PETERS
Notary Public
In and for the State of Ohio
My Commission Expires
July 21, 20 23

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 Parma, Ohio this 6th day of December, 20 19.

Sherril Griffith
Notary Public



**LEGAL DESCRIPTION
FOR
PERMANENT SANITARY SEWER EASEMENT
FOR
RYAN ARILIA
P.P.N. 445-15-017**

February 11, 2019

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 also part of Sublot No. 14 in the F. Jules Keller Broadrock Subdivision No. 1 as recorded in Volume 166, Page 27 of Cuyahoga County Map Records, and more fully bounded and described as follows:

Commencing at the Southwesterly corner of said Sublot 14, said point being on the right-of-way line of Broadrock Court (60 feet wide) as shown in said F. Jules Keller Broadrock Subdivision No. 1;

Thence Northwesterly 1.14 feet along the arc of the said right-of-way line of Broadrock Court deflecting to the left and having a radius of 62.50 feet and a chord of 1.14 feet which bears North $1^{\circ}43'42''$ West to a point and the principal place of beginning;

Thence continuing Northwesterly 23.20 feet along the arc of the said right-of-way line of Broadrock Court deflecting to the left and having a radius of 62.50 feet and a chord of 23.06 feet which bears North $12^{\circ}52'57''$ West to a point;

Thence North $47^{\circ}15'02''$ East, 48.20 feet to a point;

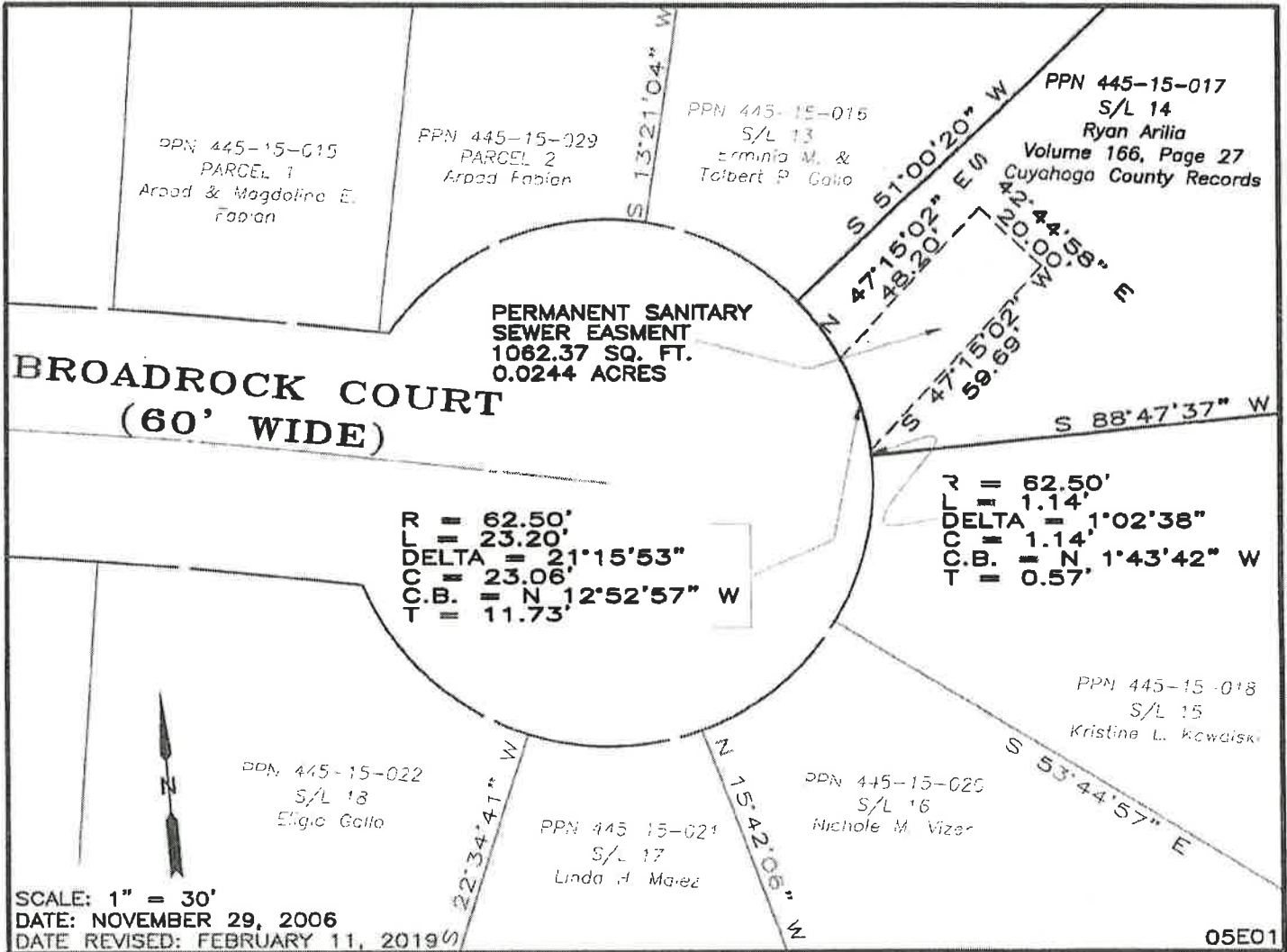
Thence South $42^{\circ}44'58''$ East, 20.00 feet to a point;

Thence South $47^{\circ}15'02''$ West, 59.69 feet to the principal place of beginning and containing 1,062.37 square feet (0.0244 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 February 2019 under the supervision of Michael Mackay, PS #7344.





PPN 445-15-015
 PARCEL 1
 Arpad & Magdalena E.
 Fabian

PPN 445-15-029
 PARCEL 2
 Arpad Fabian

PPN 445-15-015
 S/L 13
 Erminia M. &
 Tolbert P. Gallo

PPN 445-15-017
 S/L 14
 Ryan Arilia
 Volume 166, Page 27
 Cuyahoga County Records

**BROADROCK COURT
 (60' WIDE)**

**PERMANENT SANITARY
 SEWER EASMENT
 1062.37 SQ. FT.
 0.0244 ACRES**

R = 62.50'
 L = 23.20'
 DELTA = 21°15'53"
 C = 23.06'
 C.B. = N 12°52'57" W
 T = 11.73'

R = 62.50'
 L = 1.14'
 DELTA = 1°02'38"
 C.B. = N 1°43'42" W
 T = 0.57'



SCALE: 1" = 30'
 DATE: NOVEMBER 29, 2006
 DATE REVISED: FEBRUARY 11, 2019

PPN 445-15-022
 S/L 18
 Ergio Gallo

PPN 445-15-021
 S/L 17
 Linda H. Marez

PPN 445-15-020
 S/L 16
 Nichole M. Vizer

PPN 445-15-018
 S/L 15
 Kristine L. Kowalski

05E01

