

**TEMPORARY CONSTRUCTION AND  
PERMANENT UTILITY EASEMENT AGREEMENT**

This Temporary Construction and Permanent Utility Easement Agreement ("Agreement") is entered into by and between DEANNA SHUSTER ("Grantor") who owns real property located at 1200 Old Rockside Road In the City of Parma, County of Cuyahoga, State of Ohio consisting of Permanent Parcel No. 445-15-002 as described in AFN 201011090674 ("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 Three Hundred dollars (\$3,300.00), 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 C.
  
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 described more fully in the attached and incorporated Exhibit B, and is depicted generally on the attached and incorporated Exhibit C.

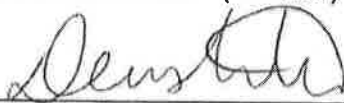


3. The Temporary Easement shall commence upon Grantor executing this agreement and shall automatically terminate and expire upon the date construction and installation of the improvements is completed. Upon the expiration of the term of the Temporary Easement, all the rights and privileges of Grantee 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 Grantors and the Grantee and recorded at the office of the Cuyahoga County Fiscal Officer.
8. The Grantor covenants with the Grantee that Grantor 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 intended purpose of this Agreement.

IN WITNESS WHEREOF, the said Grantor and Grantee have hereunto set their hands on the 3rd day of March, 2021.

**DEANNA SHUSTER** (Grantor)



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**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 Deanna Shuster who acknowledged that she did sign the forgoing instrument as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Cuyahoga County Ohio this 3rd day of March, 2021.  
(Cleveland)

  
\_\_\_\_\_  
Notary Public  
AMY L. CARSON, ATTY  
NOTARY PUBLIC - STATE OF  
OHIO Commission Expires  
Section 149.03 O.R.C.

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  
DEANNA SHUSTER  
P.P.N. 445-15-002**

**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  $80^{\circ}52'02''$  West along said Northerly right-of-way line of Old Rockside Road a distance of 173.00 feet to a point;

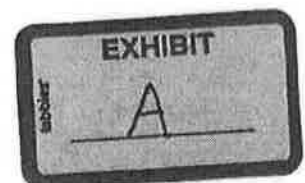
Thence North  $09^{\circ}08'08''$  East a distance of 10.00 feet to a point;

Thence South  $80^{\circ}52'02''$  East a distance of 172.01 feet to a point;

Thence South  $03^{\circ}27'12''$  West a distance of 10.05 feet to a point on said Northerly right-of-way line of Old Rockside Road and to the principal place of beginning and containing 1725.03 square feet (0.00396 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  
DEANNA SHUSTER  
P.P.N. 445-15-002**

**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 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 and the principal place of beginning,

Thence North  $80^{\circ}52'02''$  West a distance of 172.01 feet to a point;

Thence North  $09^{\circ}08'08''$  East a distance of 20.00 feet to a point;

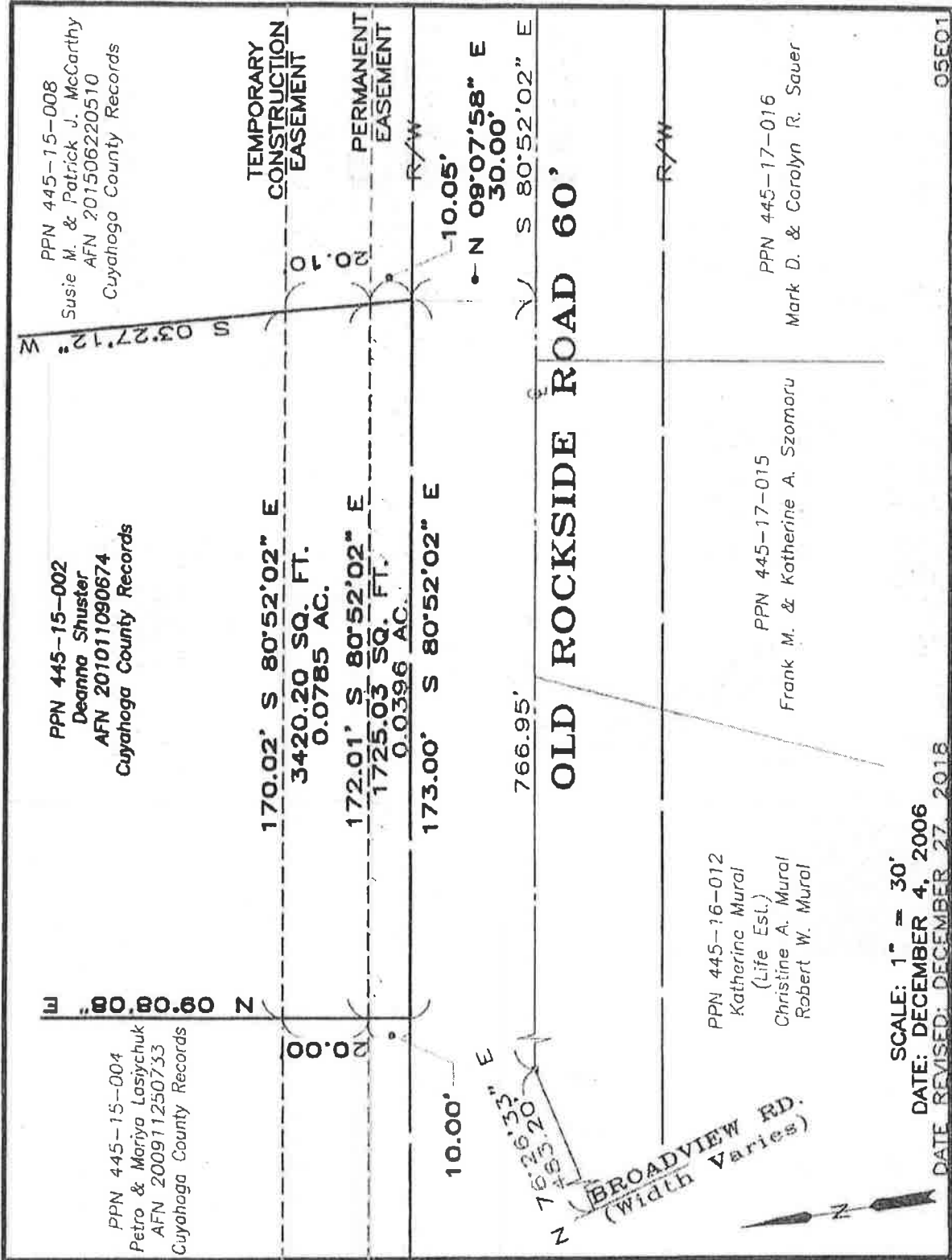
Thence South  $80^{\circ}52'02''$  East a distance of 170.02 feet to a point;

Thence South  $03^{\circ}27'12''$  West a distance of 20.10 feet to a point and to the principal place of beginning and containing 3420.20 square feet (0.0785 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 445-15-002  
 Deanna Shuster  
 AFN 201011090674  
 Cuyahoga County Records

PPN 445-15-008  
 Susie M. & Patrick J. McCarthy  
 AFN 201506220510  
 Cuyahoga County Records

PPN 445-15-004  
 Petro & Mariya Lasiychuk  
 AFN 200911250733  
 Cuyahoga County Records

170.02' S 80°52'02" E  
 3420.20 SQ. FT.  
 0.0785 AC.

172.01' S 80°52'02" E  
 1725.03 SQ. FT.  
 0.0396 AC.

173.00' S 80°52'02" E

10.00'

N 76°26'33" E  
 495.20'

766.95'

OLD ROCKSIDE ROAD 60'

TEMPORARY  
 CONSTRUCTION  
 EASEMENT

PERMANENT  
 EASEMENT

R/W

10.05'

N 09°07'58" E  
 30.00'

S 80°52'02" E

R/W

PPN 445-16-012  
 Katherine Mural  
 (Life Est.)  
 Christine A. Mural  
 Robert W. Mural

PPN 445-17-015  
 Frank M. & Katherine A. Szomoru

PPN 445-17-016  
 Mark D. & Carolyn R. Sauer

SCALE: 1" = 30'

DATE: DECEMBER 4, 2006

DATE REVISED: DECEMBER 27, 2018

05E01

