



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

This Temporary Construction and Permanent Utility Easement Agreement ("Agreement") is entered into by and between Petro Lasiychuk, married, and Mariya Lasiychuk, married, ("Grantors"), who own real property located at 1250 Old Rockside Road in the City of Parma, County of Cuyahoga, State of Ohio consisting of Permanent Parcel No. 445-15-004 described in AFN 200911250732 ("Grantors' Property"), and the CITY OF PARMA, Ohio ("Grantee"), a political subdivision of the State of Ohio. For valuable consideration paid, 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 6 day of October, 2021

**PETRO LASIYCHUK** (Grantor)



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**MARIYA LASIYCHUK** (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  
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 Petro Lasiychuk and Mariya Lasiychuk 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 6<sup>th</sup> day of OCTOBER, 2021.



*Lynne S. Thomas*  
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 \_\_\_\_\_, Ohio this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**LEGAL DESCRIPTION  
FOR  
PERMANENT SANITARY SEWER EASEMENT  
FOR  
PETRO & MARIYA LASIYCHUK  
P.P.N. 445-15-004**

**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 493.95 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  $09^{\circ}08'06''$  East a distance of 10.00 feet to a point;

Thence South  $80^{\circ}52'02''$  East a distance of 100.00 feet to a point;

Thence South  $09^{\circ}08'08''$  West a distance of 10.00 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 100.00 feet to a point and to the principal place of beginning and containing 1000.00 square feet (0.0230 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  
PETRO & MARIYA LASIYCHUK  
P.P.N. 445-15-004**

**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:

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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  $09^{\circ}08'06''$  East a distance of 10.00 feet to a point and the principal place of beginning;

Thence North  $09^{\circ}08'06''$  East a distance of 20.00 feet to a point;

Thence South  $80^{\circ}52'02''$  East a distance of 100.00 feet to a point;

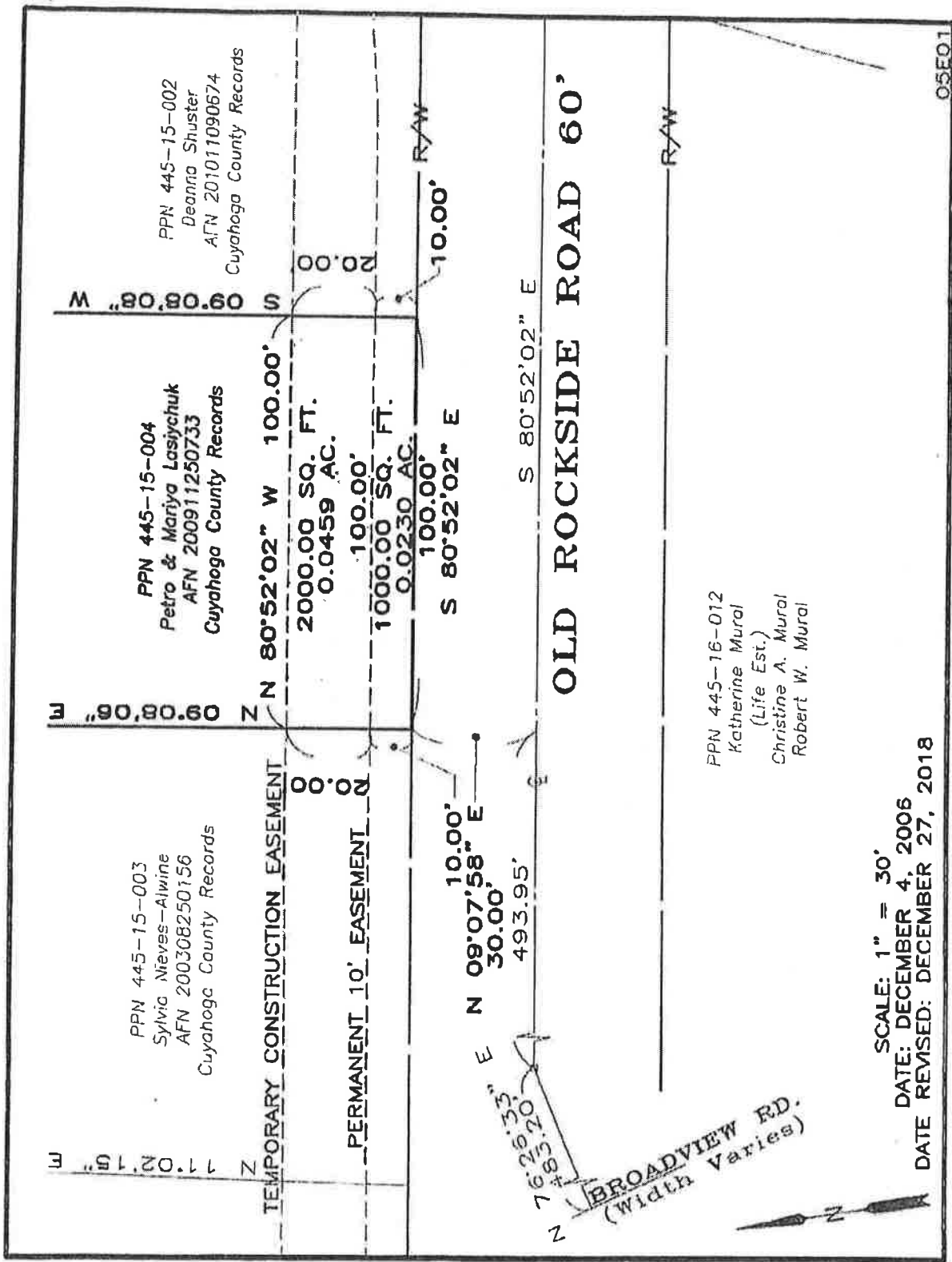
Thence South  $09^{\circ}08'08''$  West a distance of 20.00 feet to a point;

Thence North  $80^{\circ}52'02''$  West a distance of 100.00 feet to a point and to the principal place of beginning and containing 2000.00 square feet (0.0459 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 445-15-003  
 Sylvia Nieves-Alwine  
 AFN 200308250156  
 Cuyahoga County Records

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

PPN 445-15-002  
 Deanna Shuster  
 AFN 201011090674  
 Cuyahoga County Records

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

SCALE: 1" = 30'  
 DATE: DECEMBER 4, 2006  
 DATE REVISED: DECEMBER 27, 2018

05E01



IN THE COURT OF COMMON PLEAS  
CUYAHOGA COUNTY, OHIO  
PROBATE DIVISION

CITY OF PARMA

Plaintiff/Petitioner

vs.

PETRO LASIYCHUK, ET AL.

Defendant(s)/Respondent(s)

Case No. 2020 ADV 252336

JUDGE LAURA J. GALLAGHER

**SETTLEMENT AGREEMENT**

The parties agree that the above captioned matter and all claims and controversies between them are settled in accordance with the following terms of this Settlement Agreement.

1. Plaintiff will pay, and Defendant will accept, a total sum of \$5,000.00 (Five Thousand dollars) in settlement of all claims that are based upon Plaintiff taking a permanent sewer easement and temporary construction easement across, over, and under Defendant's real property located at 1250 Old Rockside Road in Parma, Ohio. Payment shall be sent to Defendant at the above referenced address in accordance with Plaintiff's fiscal processes. Defendant agrees to provide Plaintiff with all information necessary for Plaintiff to process the payment.
2. The parties agree to cooperate with each other in the drafting and execution of such additional documents as are reasonably requested or required to implement the provisions and intent of this Settlement Agreement. Notwithstanding such additional documents, the parties confirm that this Settlement Agreement is a complete, valid and binding contract; is intended to be an enforceable agreement; and may be used as the basis for a motion for judgment, motion for summary judgment, or motion to enforce with each party waiving all rights to a jury trial.
3. The parties agree that this Court shall retain jurisdiction to enforce the terms of this Settlement Agreement.
4. The parties will keep this Settlement Agreement confidential to the fullest extent permissible under the law. This confidentiality shall include an agreement not to discuss this Settlement Agreement with any person who is not a party to the above captioned matter, nor to disclose it in any manner inconsistent with this Agreement.

Exhibit D

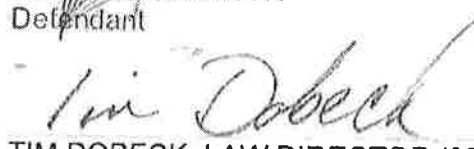


5. The undersigned signatories warrant and represent that they have the authority to bind the party or parties for whom such person acts; that no promise or agreement which is not expressed here has been made; and that this Settlement Agreement shall inure to the benefit of and be binding upon their heirs, successors, and assigns.

6. This Settlement Agreement contains the full and complete understanding between the parties. Each has carefully read this Agreement, fully understands it, and signs it as his/its own free act.

  
\_\_\_\_\_  
PETRO LASIYCHUK  
Defendant

10/6/21  
Date

  
\_\_\_\_\_  
TIM DOBECK, LAW DIRECTOR (0034699)  
Attorney for Plaintiff, City of Parma

10/5/2021  
Date